ARTICLE

Charge of High [illegible]
Misdemeanors

AGAINST

WARREN HASTINGS, Esq.
Late Governor General of [illegible]

Presented to the House of Commons [illegible]
Day of May 1788.

N° 22.

The MINUTES of what was offered by WARREN HASTINGS, Esquire, late Governor General of Bengal, at the Bar of the Houſe of Commons, upon the Matter of the ſeveral Charges of High Crimes and Miſdemeanors, preferred againſt him in the Year 1786.

INTRODUCTION.

BEFORE I enter upon my General Defence, I humbly ſolicit the Indulgence of this Honourable Houſe, to be permitted to preface it with a few neceſſary Obſervations relative to the Circumſtances which have progreſſively conſpired to make me an Object of the preſent Enquiry. In the firſt Place, I beg Leave to remark, that I am here by no Obtruſion of my own. I have too humble a Senſe of my own Conſequence, to conſider either my Reputation, Honour, Fortune, or Life, or all theſe Intereſts collectively, as having any Claim to the ſmalleſt Portion of the valuable Time of this Houſe, on any Demands however juſt in itſelf, which has theſe only for its Object. I have been brought before the Bar of this Honourable Houſe by the Acts of others, independant of my Will or Deſire; and all the Participation which I have in it, is in the Requeſt made by a Member of this Houſe on my Behalf, and at my Suggeſtion, that ſince it was determined that my Conduct was to be arraigned before this Honourable Houſe, my Arraignment might be ſpeedy, and that I might have the Time and Means afforded me to provide the Materials for my Defence: For after having been, during a Courſe of Five Years, the continued Subject of the ſame Criminations, and from the ſame Quarter, with the Name of the Almighty ſolemnly invoked to atteſt the Pledge given to this Houſe that the moſt undoubted Proofs ſhould be produced to authenticate them—I allude, Mr. Speaker, to no Declarations made in this Houſe, but to Publications out of it—I may ſurely be allowed, even with a Conſciouſneſs of the pureſt Integrity, to wiſh for a ſpeedy Accompliſhment of a Menace thus made, and for ſuch profeſſed Purpoſes, and that it might not hang the Denunciations of Parliamentary Vengeance over my Head for ever.

Of the Firſt Effects of this Injury I have a Right to complain; for in theſe the Injury affected the Public alone, through their Intereſts committed to my Charge. During a long and deſperate Struggle, with an Accumulation of Difficulties, and a Hoſt of natural Enemies combined againſt our National Poſſeſſions in India, when I required all the Support and Confidence of my Superiors in the Parent State to give Effect to my Exertions, all my Actions were reprobated at Home, and my Name linked to the fouleſt Inveſtives, even in Places of the higheſt Authority; and every Diſpatch from England brought Orders oppoſing my Meaſures in their Courſe, and the Sentences of my Diſgrace and Diſmiſſion. Yet theſe cauſed no Alteration in my Conduct, or Relaxation of my Zeal for a Service to which my Labours had ever ſo ill a Requital, except from my reſpectable Conſtituents, in whoſe Applauſe alone I received a Conſolation under all my Diſcouragements. I ſteadily purſued that Line which my Senſe of Duty had preſcribed; and ſometimes availing myſelf of the tranſitory Moments of Power which the Hand of God afforded me, at others uſing the Reſiſtance which the Influence of Poſſeſſion or Opinion enabled me to make, or the Caution of Oppoſition permitted; or endeavouring to temper its Violence by qualified Submiſſion, where the Means of Reſiſtance failed me; never poſſeſſing the Allowance of Authority, but always charged with Reſponſibility; I perſiſted in the Formation and Proſecution of every Meaſure, which the Emergency of the Service rendered neceſſary in my Judgment, and had the conſcious Triumph of ſeeing them all invariably terminate in their deſigned Objects: Nor did I reſign my Charge, until I had fulfilled every Duty which required my Continuance in it; and I reſigned it in a State of eſtabliſhed Peace and Security, with all the Sources of its Abundance unimpaired, and even improved, notwithſtanding the vaſt Drains which were made of its Treaſures, and the multiplied Diverſions of its Strength, in the Support of the dependant and remote Poſſeſſions of the Company, and in the Maintenance of their Wars, and of Wars in which the Company were involved by the Policy of Great Britain. I parted from the Scene of my public Life with the expreſſed Regret of my Fellow Servants and Countrymen; which were followed by a like Declaration from all the Officers of the Army who had ſerved during my Adminiſtration; and on my Return to my own Country, I was received by the Court of Directors, my immediate Maſters, with their Thanks; and I perfectly remember the Chairman's emphatical Pauſe on the Epithet which was joined to them, their Unanimous Thanks for, &c. for my Services; with a Notification of thoſe which had been given before, and followed on me by the Votes of the Proprietors, my honoured Employers, which were of the ſame acceptable Tenor for their Conſiſteney with the uniform Tenor of their Sentiments and Conduct reſpecting me through the whole Courſe

Courſe of my Adminiſtration. If this Honourable Houſe is deſirous of knowing in what Estimation I ſtood with the Princes and Rulers of India, and with the Subjects of our own Dominion, the Opinions of both may be eaſily obtained, by Enquiry of the Witneſſes whom my Proſecutor has called to eſtabliſh his Charges againſt me: And I will anticipate their Evidence—It will ſtate, that my Political Conduct was invariably regulated by Truth, Juſtice, and Good Faith; that all Perſuaſions of Men were impreſſed with a ſuperſtitious Belief that a fortunate Influence directed all my Actions to their deſtined Ends; and that my Departure was ſcarcely leſs regretted by the Inhabitants of the Provinces of my late Dependency, than it was by my own Countrymen. I believe this Honourable Houſe is in Poſſeſſion of One Teſtimony of the former, in the Letters which Mahadjee Sindia wrote to His Moſt Gracious Majeſty, and to the Company. Theſe were written many Months after my Departure, and contain much more of my Praiſe than his own Wants or Requiſitions; unleſs the former is inſerted as an Implication of his Deſire that others may be inſtructed to govern themſelves by my Example:—And who will queſtion ſuch an Authority?

With ſuch Teſtimonies in my Favour, and with the internal Applauſe of my own Mind ſuperſeding all Evidence, what was my Surprize to find, on my Arrival in England, that my Character ſtill continued to be aſſailed with the bittereſt Calumnies and Invectives, and a forthal Notice given before the Cloſe of the laſt Seſſion of Parliament to this Honourable Houſe, that I ſhould be arraigned as a Criminal before it on the Opening of the preſent?

I am ſince told that no ſuch Intention exiſted; and that my own Intemperance, and the Zeal of my Friends, has forced my Accuſer to verify his own Declaration.

I have no Right to credit ſuch an Aſſertion, nor will I believe, new and unpractiſed as I am in the Modes of Life in which I am now become a Participator (and I have learnt by it to know more Things than were dreamt of in my Philoſophy) that ſo daring an Impoſition could be either practiſed upon this high and dignified Aſſembly, or permitted by it. Though I might have thought myſelf entitled by my Services to a different Reception, and my Body and Mind, worn down by the Labours of Thirty-five Years, to an Interval of Repoſe; and though I might erroneouſly imagine that no Power upon Earth had a Right to impeach me for the Exerciſe of a Truſt which thoſe for whom I held it had repeatedly declared, and in the moſt authentic Terms, that I had diſcharged to their Benefit and entire Satisfaction; yet I was glad to ſee ſome ſubſtantial Ground on which I could build my Hopes of a ſpeedy Trial and definite Termination. There too my Expectation failed me. The Proſecution began, not as is the univerſal Practice of every Syſtem of Juriſprudence eſtabliſhed either in this or any other civilized Nation, by the Introduction of ſpecific Charges, and the Examination of Witneſſes to prove them: For the latter indeed there was little Need, ſince my Accuſer had long before aſſerted, that he was in the actual Poſſeſſion of Proofs, and of ſuch Proofs as were to fill the Breaſts of this Honourable Aſſembly with Horror. Why therefore aggravate them with new Proofs? But Witneſſes were ordered to attend, and Reams of Official Documents demanded, produced, and printed; Additions were daily made to theſe during the Courſe of many Weeks; and the Eyes of the World were fixed upon me as a Man blackened by the Imputation of ſome unknown Guilt, which was the blacker for its Concealment. No Grounds were alledged for the Accumulation of ſuch a Maſs of Evidence againſt me; no ſpecific Objects to which it was to be applied; nor was it known to this Honourable Houſe, perhaps not even to that Member of the Houſe who had required theſe Materials, what the Charges were to be, which he was to eſtabliſh by them.

At length I heard that a Day was fixed for the Production of the Charges; but here too I experienced a freſh Cauſe of Diſappointment and Mortification. Three Weeks were aſſigned for the Term of their Appearance; and when that Term expired, this Honourable Houſe knows (for I may not perhaps affirm what I have heard) whether even then any of the Charges were preſented, and whether, when they were preſented, they were Optionally given.

In all this long and painful Interval I myſelf, though the Object of the Enquiry, remained in total Inaction, a mere Spectator of the paſſing Scene; for I knew not, nor could I know, what Defence to prepare, not knowing what Charges were to require my Defence. And when they were produced, I was told that I could not be admitted to my Defence, becauſe, by the Rules of the Houſe, I could not know the Charges exhibited againſt me, nor that any had been exhibited; nor indeed were all exhibited at the ſame Time, but followed tardily, and the Three laſt (if indeed theſe are the laſt) not till laſt Wedneſday. But though it might be informal in me to know the Charges, the Public are certainly in Poſſeſſion of all but the Three laſt, for they have been printed and publicly ſold, and Purchaſers invited, by an Advertiſement made in all the public Papers, which ſtated them "Articles "of Charge of High Crimes and Miſdemeanors" againſt me by Name, and the Name of my Accuſer inſerted by a Conſtruction marking him not as the Preſenter of the Charge, but as the Publiſher of it. How much my Reputation muſt have ſuffered in the Opinion of all Mankind from this Publication; how ſeverely my Feelings muſt have been wounded by ſo unfair and iniquitous an Appeal to their Judgment, while the Charge itſelf, loaded as it was with Crimination againſt me, yet waited its ſlow Term of Maturity for the Examination of it before its allotted Judges, I leave to the Deciſion of every Member of this Honourable Houſe, who will bring the Queſtion home to his own Judgment and his own Paſſions, by ſuppoſing that Caſe to be his own which I have deſcribed as mine.

Nor is this the only Injury of the Kind that I have ſuffered. Every Daily Paper has teemed with Reflections upon me; and Pamphlets, filled with the moſt ſcandalous and libellous Abuſe, have been written on various Subjects of the Charge, to influence the Prejudices of the Public againſt me; and it has been boaſted that they have produced the Effect.

Preſſed

Preſſed by the Load of Slander thus heaped upon me, I reſolved to try the only Reſource which afforded me a Chance of Redreſs; and in Oppoſition to many and weighty Diſcouragements, I threw myſelf upon the Juſtice of this Honourable Houſe, and petitioned to be allowed to make my Defence in Perſon,—and I ſucceeded. Whether I owe this Indulgence to your Goodneſs, or your Juſtice, I accept it with equal Gratitude.

Of the Diſcouragements to which I allude, I ſhall mention but Two Points; and theſe it is incumbent on me to mention, becauſe they relate to Effects which the Juſtice of this Honourable Houſe may, and I truſt will, avert. The Firſt is an Objection to my being at all Perſonally committed in my Defence, ſince in ſo wide a Field of Diſcuſſion it would be impoſſible not to admit ſome Things of which an Advantage might be taken to turn them into Evidence againſt myſelf: Whereas another might as well uſe as I could, or better, the ſame Materials of my Defence, without involving me in the ſame Conſequences. But I am ſure that this Honourable Houſe will yield me its Protection againſt the Cavils of unwarranted Inference; and if the *Truth* can tend to convict me, I am content to be *myſelf* the Channel to convey it.

The other Objection lay in my own Breaſt. It was not till Monday laſt that I formed the Reſolution; and I knew not then whether I might not in Conſequence be laid under the Obligation of preparing and completing in Five Days, and in Effect ſo it has proved, the Refutation of Charges which it has been the Labour of my Accuſer, armed with all the Powers of Parliament, and at One Time greater, to compile during as many Years of almoſt undiſturbed Leiſure. But I knew myſelf equal to the Undertaking; and I now only revert to my Difficulties, that the Conſideration of them may beſpeak the candid Allowance of this Honourable Houſe for any Inaccuracies, or for any Thing defective which may appear in my Defence; but I claim no other Indulgence on this Account.

It might perhaps be expected, that I ſhould object to the Conſtruction of the Articles of which the Charge is compoſed; for, in Truth, they are not Charges, but Hiſtories and Comments. But they are yet more; they are made up of mutilated Quotations;—of Facts which have no mutual Relation, but are forced by falſe Arrangement into Connection;—of Principles of pernicious Policy and falſe Morality;—Aſſertions of Guilt without Proof, or the Attempt to prove them;—Interpretations of ſecret Motives and Deſigns which paſſed within my own Breaſt, and which none but myſelf could know;—Actions of others imputed to me, in which I had no Concern, or which paſſed in Oppoſition to me;—and Epithets and Invectives affixed to Acts aſcribed to me, equally to thoſe which in the Conſtruction are bad, as to thoſe which are indifferent, or even meritorious.

Theſe are Artifices by which the moſt wary Judgment might be ſurprized, that had nothing before it to repel their Effects, but which on the Touch of Truth diſappear, and leave, not merely the Conviction of their own Fallacy, but the ſtrong internal Preſumption that the Charges themſelves were formed under the Conviction of their Want of Foundation; and as far as my Feelings as a Man will allow me to conſider them in that Tendency only, I am glad that they wear the Form which they do wear.

With reſpect to the general Subject of the Charge, I muſt beg Leave to obſerve to this Honourable Houſe, that it has been compoſed from a laboured Scrutiny of my whole Official Life, during a moſt important and weighty Adminiſtration of Thirteen Years, comprehending perhaps a greater Variety of intereſting Events than have fallen to the Lot of any Man now living: Events not brought to the public View by their Notoriety alone, but all, the Subjects of minute Record;—Meaſures propoſed, with all their Motives and Objects diſtinctly laid down in Writing, with their Effects diſplayed by Letters and Official Reports through every Proceſs of their Operation;—oppoſed by every Objection, and thoſe too written, that the Judgment or Ingenuity of my Colleagues in Office, among whom I had always Opponents, could deviſe;—at Times weakened, at others ſuſpended, and again reſumed with their Effect enfeebled; but my own Reſponſibility ſtill attending their Iſſue. Yet all my Actions have undergone, and even during the actual Progreſs of them, they underwent, ſuch a Severity of Inveſtigation, as could ſuit only a Mind poſſeſſing in itſelf an abſolute Exemption from Error. In the preſent Occaſion, I am put to a harder Teſt; for not my Actions alone, but my Words, and even my imputed Thoughts, as at the final Day of Judgment, are wreſted into Accuſation againſt me. And from whom is this State of Perfection exacted? From a Man who was ſeparated, while yet but a School-Boy, from his native Country, and from every Advantage of that Inſtruction which might have better qualified him for the high Offices, and arduous Situations, which it became his Lot to fill; and left to form his Rule of Conduct on his own Practice, and the Light of ſuch an Underſtanding as it had pleaſed God to beſtow on him.

I paſs over the Firſt Years of my Life.—Theſe no otherwiſe relate to the preſent Purpoſe, than as they recommended me ſucceſſively to the Succeſſion of the Government of Fort St. George, to the Government of Fort William, and virtually to all the Appointments which have ſince followed.

I received the Government of Bengal with Incumbrances, which might have intimidated a firmer Spirit than mine; and I felt the perilous Situation in which it placed me.

I found myſelf the titular Head of a numerous, and not always accordant, Council, appointed to manage the Affairs of a great State, which yet wore the Marks of recent Acquiſition; but had neither a determinate Form nor Syſtem, nor any Orders or Inſtructions which could enable them to give it either.

I attempted, and with the Aids of my Colleagues, where I was allowed them, I gave it both Form and Syſtem; for every Office into which it was diſtributed, to the Time of my Departure, received its Inſtitution during the Period of my Adminiſtration, and all the Tranſactions of it have, except

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the First Two Years of the General Government, in some Points their Progress received their Direction from my Guidance. — Yet in every Step I had Difficulties to surmount, which are unknown to the Rulers and Ministers of other Governments. Besides the Conciliation of discordant Opinions, and their more frequently confirmed Opposition, I had my Conduct circumscribed by Orders which would apply to few of the Cases which occurred, and those Orders uncertain in their Construction.

I beg Leave to extend this Reflection. During the long Exercise of a Charge so confirmed, and with such Exigencies attending it, how, may I ask, was it possible to keep Affairs in one steady Line, or to avoid Contradictions both in Measures and Expressions? At some Times Affairs were forced into a Direction diametrically opposite to my Views, by the Power of a Majority; sometimes they received their Bias from my being obliged to submit to the Opinions of those on whom I depended for Support: And whenever the Course of Business was thus diverted from the strait Line, it was often difficult to bring it back, without some Degree of Irregularity, of Violence, or of general Inconsistency.

Where I suffered them to proceed in that devious Line, I am charged with pursuing Measures which my own Opinions have condemned; where I attempted to restore them to their proper Channel, I am accused of Innovations. Many Measures, which it would be now difficult to explain from written Documents, were founded on Circumstances of such Notoriety, that no one could doubt their Propriety at the Time, and no one ever thought it necessary to record the Reasons, or to establish the Proofs of Facts and Events, which were then certain, and universally admitted.

The Minister of this Empire (if I may compare great Things with small) had, in the various Emergencies of his Administration, the learned Judges of the Land, General Officers of the first Authority and Experience, and the Merchants of the greatest Commercial City in the World, to whom he might apply, and whose Opinions he might command, on every doubtful Question, whether of Law, Military Operation, Trade, or Finance.—He could not err.

I possessed no such Professional Aids, but had only my own Mind for my Resources, and Minds as little instructed as my own to assist me, and to be the Instruments of my Measures.

That this Description of my Situation may not be imputed to me as the Invention of Difficulties made up for the Occasion, I beg Leave to appeal to the following Extract of a Letter which I wrote to the Court of Directors so early as the 24th November 1773, which was before I knew of the Formation of the new System for the Government of India.

Paragraph 4. "May I be permitted, in all Deference and Submission to your Commands, to offer it as my Opinion, that whatever may have been the Conduct of Individuals, or even of the collective Members of your former Administrations, the Blame is not so much imputable to them, as to the Want of a Principle of Government adequate to its Substance, and a coercive Power to enforce it? The Extent of Bengal, and its possible Resources, are equal to those of most States in Europe. Its Difficulties are greater than those of any; because it wants both an established Form and Powers of Government; deriving its actual Support from the unremitted Labour and Pursuit Exertion of Individuals in Power, instead of the vital Influence which flows through the Channels of a regular Constitution, and imperceptibly animates every Part of it. Our Constitution is to be traced, but in ancient Charters, which were framed for the Jurisdiction of your Trading Settlements, the Sales of your Exports, and the Provision of your Annual Investment. I need not observe how incompetent these must prove for the Government of a great Kingdom, and for the Preservation of its Riches from private Violence and Embezzlement."

I will content myself with this Quotation in this Place; though I could wish that the whole Letter were attentively perused, as it is strongly expressive of the Difficulties and Embarrassments of my late Situation in India. To what I have said let me add, that in a newly established Government many Occasions will constantly occur, which can be regulated by no Precedent; and even the Uncertainty of the Constitution, and the unknown Limits of the Authority belonging to its various Branches, will often provoke Resistance, and produce Events, which never could happen under a Government long established, and with its Powers clearly defined, and universally understood.

Under such Circumstances I humbly apprehend, that since it is not, as I have said, the Lot of human Nature to be exempt from Error, some notorious Calamity, affecting the Interests of which I had Charge, or some well-ascertained Ground of Corruption, or other moral Deviation from my Duty, the Loss of National Reputation, or of substantial Property, ought to have appeared, before I became the Subject of a Parliamentary Impeachment. But what Losses has the Nation sustained through my Mismanagement? Have Provinces been dismembered from it? Have its Armies been defeated in Operations of my Formation? or War or Famine wasted the Countries of my Jurisdiction?—No: The Reverse has been the Attendant of my Fortune in every Stage of it; and to what Ground have I afforded, from the Notoriety of my Character, for such an Inquisition into it, that I dare affirm that I stand, even at this Hour (notwithstanding the Prejudices excited against me) as high in the Estimation of the World, I mean not to confine the Assertion to this Kingdom alone, as any Man of my own Rank and Pretensions in it.

Yet I mean not to avail myself of this Plea. I assert my general Claim to the Approbation of this Honourable House, and of my Country, for my Services; but I neither desire, nor will admit of their being placed in Balance against my Faults, if I have Faults to stand in Opposition to them.

I entreat the House, that each Article of the Charge may be distinctly tried, and that they may be pleased to give their Sentence upon each.

Answer

Answer to the First Charge.

ROHILLA WAR.

THE First Charge begins by stating, "That the Court of Directors of the East India Com-
"pany, from a just Sense of the Danger and Odium incident to the Extension of their Con-
"quests in the East Indies, and from an Experience of the Disorders and corrupt Practices which
"Intrigues and Negociations to bring about Revolutions among the Country Powers had produced,
"did positively and repeatedly direct their Servants in Bengal not to engage in any offensive War
"whatsoever. That the said Court laid it down as *an invariable Maxim, which ought ever to be*
"*attended, that they were to avoid taking Part in the Political Schemes of any of the Country Princes*;
"and did in particular order and direct that they should not engage with a certain Prince called
"Shuja al Dowla, Nabob of Owd, and Vizier of the Empire, in any Operations beyond certain
"Limits in the said Orders specially described."

To this I reply, That it is not true, in the Terms stated in the Charge, that the Court of Direc-tors did "positively" direct their Servants in Bengal not to engage in any offensive War "whatso-"ever," and "that they did in particular order and direct that they should not engage with the "Nabob Shuja Dowla in any Operation beyond certain "*Limits*" in the said Orders specially de-"scribed;" if by the Term "*Limits*" are meant either Boundaries of Territory, or any Restric-tion of Operations relative to the Rohella War, which is the only Subject on which such Orders can be applicable to the present Charge.

The several Letters from the Court of Directors, to which References are made in the Margin of this Part of the Charge, as Documents or Evidences of the Assertion contained in it, prohibit the Government of Bengal "to march any Part of their Army" for the Purpose of "escorting the King "to Dehly;" or to engage in any Plan of Alliance for "establishing a Balance of Power" among the Chiefs of India; or "to take the Part of Umpires in Hindostan;" with a Caution to "avoid "taking Part in any of the Political Schemes of any of the Country Princes;" or "to assist Shuja "Dowla in any ambitious Views of his." And the Reasons, wherever Reasons are assigned, for these Prohibitions, are not the *Odium* and *Corruption* imputable to the contrary Practice, but the In-ability and Expence of offensive Military Operations, and the Uncertainty of their Extent and Du-ration.

But neither are the Prohibitions stated even in these References as "positive;" for in one Place they say: "You will observe, by the whole *Tenor* of these Dispatches, that our *Views* are not to "enter into offensive Wars in India;" that is to say, such are our general Wishes in all Cases which will admit of the correspondent Practice. And in another Letter, which was expressly written upon the general Subject, having, and as it appears most justly, expressed their Disapprobation of a Brigade of their Forces being stationed at Illahabad, in which they were originally placed for Pur-poses of remote Hostility, they add this remarkable Qualification of it: "Positive Orders upon this "Head we cannot give you, because you must undoubtedly act according to the Emergency of "Affairs."

There are other Passages in the Letters of the Court of Directors to their Servants in Bengal, which allow of a Dispensation from their general Rule; and some which even prescribe, in express Terms, a Deviation from it.—The following are Instances of both:

General Letter to Bengal, dated 28th August 1771.—"But the Conduct of the Rohellas and Jauts is rather a Matter of Concern than Surprize to us, as the King and Sujah Dowla neglected the Occasion to unite with those Powers effectually to repel the common Disturbers of the Em-pire, and confine them within the Limits of their former Possessions. To whatever Causes this general Timidity or Supineness may have been owing, *we find ourselves equally affected, and the Tranquillity of the Provinces endangered thereby*; but as the Projects of the King, or the Conduct of the Vizier, are at present too mysterious for us to decide on the Motives of their Inactivity, and as we know not what Alliances may be formed *to justify us in carrying our Arms beyond the Bounds of their Dominions*, we are prevented from proposing any *precise* Plan for your Guidance in this Respect. But should your subsequent Advices enable us to form a more certain Judgment *of the Expediency of departing from the Plan we have laid down*, we shall communicate to you, by some early Conveyance, *how far we may be disposed to carry our Arms beyond the Bounds of the Provinces, or the Territories of our Allies, and become the Parties in an offensive War.*" 5th Report, App.ª, N° 3.

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In this Extract the Policy of the Court of Directors is marked in its full Extent, namely,—That they generally disapprove, and wish to avoid offensive Wars, but that where their Interests are threatened with Danger, either immediate, or remote and eventual, by the Designs of other Powers, they approve, and even prescribe, a Deviation from their general Maxim. This same Principle, with the same Exceptions, is as strongly and (may I say it) most judiciously displayed in the following Extract of their General Letter of the 30th June 1769:

5th Report, App.ª, N° 12.

"We esteem ourselves bound by Treaty to protect the King's Person, and to secure to him the "Possession of the Korah and Illahabad Districts. When we wrote, the 11th November 1768, "we apprehended the Consequences of keeping the Brigade at Illahabad would be creating in "Shujah Dowlah a Jealousy that would involve us in fresh Troubles, having at that Time no "Cause to esteem him an Enemy; but, impressed as you were, with the Opinion of his hostile "Intentions and growing Strength, at the Time of the Dispatch of the Valentine, *we shall not "blame your Caution for deferring the Execution of our Orders for its Removal*; nor shall we at this "Time attempt to give positive Directions for your Conduct, *which, in such critical Cases, must "seldom to be done, and in which the Situation of Affairs may be varied by unforeseen Events, at the "very Moment we are writing*: But having given you, with as much Precision as possible, a general "View of the System by which we *wish* to see our Affairs regulated, we must leave it to you to "improve, to the utmost of your Power, every Opportunity of drawing towards that Point; and "*whenever you think yourselves obliged, for our Security, upon emergent Occasions, to adopt Measures of "a contrary Tendency*, you are to give us very full Reasons for such a Deviation, and endeavour "to return to the Path we have marked out as soon as Circumstances will admit."

Hence it is demonstrated, that the Orders of the Company generally forbad offensive War; but authorized, and even enjoined them, under certain Circumstances of Exception from the general Rule.

The Charge proceeds to state, that I joined with other Members of the Council, in declaring their Approbation of the Policy of the Company's Orders: That "I adopted them with Sincerity and "Satisfaction; and that I was too well aware of the ruinous Tendency of all Schemes of Conquest "ever to adopt them, or ever to depart from the absolute Line of Self Defence, *unless impelled to "it by the most obvious Necessity* of the Circumstances:" That I repeated this Declaration to the Court of Directors, and added a solemn Promise, "with the unanimous Concurrence of the whole "Council, that no Object or Consideration should either tempt or compel me to pass the Political "Line which they (the Directors) had laid down for my Operations with the Vizier; assuring the "Court of Directors, that I scarce saw a possible Advantage which could compensate the Hazard "and Expence to be incurred by a contrary Conduct."

Before I reply to this Paragraph, I shall humbly lay my Claim to object, in every Instance in which they shall be made, to Inferences drawn from particular Expressions of a General Letter, containing my joint Subscription with others.

It is sufficient, in such Compositions, that the Opinions of the Whole are materially the same, it being impossible that they should be exactly the same in all Cases, or in any Cases of Magnitude, especially such as involve a Variety of Considerations. To the Mode in which the above Extracts are worded, I particularly object; because the Sentiments which they contain are expressed as if they were especially and primarily my own, and only adopted by the other Members of the Board in Concurrence with me. With respect to their "unanimous Concurrence," though this is printed in Italics, which seems to be an Indication of positive Assertion, I beg Leave to express my Doubts of it, having endeavoured to trace it, without Success, in the Records to which I have had recent Access, and my own Memory rejecting it.

Having premised these Exceptions, I proceed to declare, most chearfully and unreservedly, that I avow the Principle ascribed to my Declarations; and make no Doubt, that wherever I have had Occasion to repeat them, my Words have accorded invariably, and at all Periods of Time, with my general Sentiments, which were and are an Abhorrence of offensive Wars, undertaken on the exclusive Principles of Ambition, Profit, or Policy. But I will also avow, that I would, without Scruple, engage in an offensive War for the Sake of retaliating an Injury actually done, or of meeting the certain Intention of it.

I cannot better or more fully express my Sense of this Principle, than in the following Words, extracted from an Address to the Court of Directors, written upwards of Twelve Years ago, upon the Subject of the present Charge; and therefore crave Leave to quote it, as it stands in the Records of this Honourable House.

5th Report, Minute of the Gov. General, dated 10 Jan. 1775, Observ. 41.

"I hope I shall stand acquitted in the Breasts of all reasonable Men, for maintaining the Opinion "quoted against me in the Conclusion of this Paragraph *; but I adopt it, even in the Words of my "Opponents; and if I am the *Chief of a great State*, alluded to by them, I shall be always ready to "profess, *that I do reckon the probable Acquisition of Wealth among my Reasons for taking up Arms against "my Neighbours.* I never, in any Period of my Life, though long engaged in public Affairs, [illegible]

* *Note.* The Paragraph alluded to is Part of a Letter of General Clavering, Colonel Monson, and Mr. Francis to the Court of Directors, dated 30th November 1774, in these Words: "We doubt whether there ever was an Example of "the Chief of a great State professing to reckon the probable Acquisition of Wealth among his Reasons for taking up "Arms against his Neighbours."

"my Conſent for taking up Arms in an *unjuſt* Cauſe; and I never ſhall, but in Caſes of very noto-
"rious Enormity, give my Conſent to take up Arms in an *unprofitable* One."

I preſume, that the Principle which I have thus ſtated will be approved by the Judgements of all rational Men, as it is ſtrictly conformable to the Practice of all States in all Ages. Wretched and contemptible indeed would be the Condition of that Government which ſhould preclude itſelf from contracting Alliances or other Engagements with Foreign States, and invite the Attacks of its leſs principled Neighbours, by eſtabliſhing it as a Rule of fixed and invariable Policy never to commence Hoſtilities but in the immediate Reſiſtance of actual Invaſion; and equally inconceivable with the common Senſe of Mankind would be that Policy, which ſhould reſtrict the Effects of a juſt War to the Chaſtiſement of Wrong, and reject every Advantage acquired by it.

I have been thus minute in my Examination of the Two Firſt Parts of the Charge, for the neceſſary Purpoſe of eſtabliſhing the Firſt Principle on which my Juſtification reſted, whether as a Rule of Conduct preſcribed by Authority, or an Obligation of inherent Duty. From the reſt of the Charges I ſhall content myſelf with ſelecting the Poſitions which appear as Points of Crimination againſt me, and reply to them diſtinctly.

I ſhall firſt enumerate them in the Order in which they occur.

1ſt. That the Rohellas are a Nation.

2d. That I entered into an Engagement for their Extirpation.

3d. That the Company had never received, nor pretended to receive or apprehend, any Injury whatſoever from the Rohellas.

4th. That the Nabob Shuja Dowla never complained of an Aggreſſion or Act of Hoſtility, nor pretended a diſtinct Cauſe of Quarrel, other than the Non-payment of a Sum of Money in Diſpute between him and that People.

5th. That the Eaſt India Company were not Parties to the Engagement, or Guarantees thereof, nor bound by any Obligation whatever to enforce the Execution of it.

6th. That I did not make Enquiry, nor give Notice, nor offer Mediation, &c.

7th. But that I did ſtimulate the Nabob of Owd to the Enterprize.

8th. That I obliged him to accept even the Permiſſion to relinquiſh the Execution of it as a Favour, and to make Conceſſions for it.

9th. That the Engagement was verbal, and not bound by a written Treaty.

10th. That I confeſſed that I ſpoke the Hindoſtan Language *imperfectly*, and nevertheleſs made no Uſe of an Interpreter.

11th. That I propoſed the Acquiſition of Forty Lacs of Rupees for the Company.

12th. That I tranſgreſſed the Inſtructions of the Council, by tranſgreſſing the Company's Orders, to which their Powers had reſtricted me.

13th. That I ſuppreſſed the Information of the Agreement originally made with the Nabob Shuja Dowla, in the Letter which I wrote to the Court of Directors from Benaris, adviſing them of the Treaty concluded with the ſaid Nabob on other Subjects.

14th. That I entered a falſe Report of the Tranſaction in the Council Books, by repreſenting that the Nabob had indeed *propoſed* the Deſign, but that *I was pleaſed that he urged the Scheme of the Expedition no further*, when in Reality and Truth I had conſented to it.

15th. That I and the Council engaged in the Enterprize, under Circumſtances of uncommon Reſponſibility and Perſonal Hazard.

16th. That no Part of the Money due for the Rohella War was recovered, till after the Eſtabliſhment of the new Government in Bengal; and that the Whole remains in Effect and Subſtance unpaid to this Day.

17th. That the Nabob Shuja Dowla committed great Acts of Cruelty and Inhumanity in the Proſecution of the War, and in the Abuſe made of his Victory; that he violated a Princeſs of great Rank, and other Women, and that I abetted him therein; that eminent Families were either cut off or baniſhed, their Wives and Children ruined, and the Country laid waſte and depopulated.

18th. That I diſobeyed a Standing Order of the Court of Directors, firſt by not producing all my Correſpondence with Mr. Middleton, the Reſident at Owd, and with Colonel Champion, the Commander in Chief of the Army employed in the Rohella War, to the Select Committee; and, ſecondly, by refuſing to produce the ſame to the Majority of the Council.

19th. That I arrogated to myſelf dangerous Powers, by aſſerting that Mr. Middleton, the public Reſident at Owd, was my Official Agent, and that, being ſuch, I was not obliged to communicate his Correſpondence.

20th. That the Court of Directors, and afterwards the General Court of Proprietors, "did una-
"nimouſly condemn (along with my Conduct relative to the Rohella Treaty and War) my Refuſal
"to communicate my whole Correſpondence with Mr. Middleton to the Council; yet that I have
"never yet communicated the Whole of my Correſpondence either to the Governor General and
"Council or to the Court of Directors."

To theſe I ſhall briefly and diſtinctly reply.

1ſt. *That*

Ist. *That the Rohellas are a Nation.*

It is a Fact of Notoriety, and has been proved by Examinations which were taken at the Board of Fort William in December 1774, and inserted in the Reports before this Honourable House, that the Rohellas are not a Nation, but a Body of Foreign Adventurers, who made themselves Masters of the Country in which they have since given their Names, and even the late Governments [illegible] Usurpation on the First Usurpation.

IId. *That I entered into an Engagement for their Extirpation.*

Much Declamation has been used upon this Word, until its original Sense has been lost in the Colourings which have been given to it. Yet I avow the Word, and the Design attributed to it. It was the professed Intention of the Nabob Shuja Dowla, and of course mine, as connected with it, to extirpate the Rohellas, that is, "to expel or remove them from the Country which they occupied, without suffering the smallest "Vestige of their Power to remain in it. In this Sense I did most certainly agree to assist the Vizier, and "so did the late President and Council; nor can I conceive how the War could have been undertaken "with any other Object." These Words I borrow from my Minute in Council, dated the 11th January 1775. I will add what immediately follows in the same Minute, as a Reply both to this and the preceding Article. "The Majority know, as well as myself, that the Rohellas are not the People of "the Country, but a Military Tribe, who conquered it, and quartered themselves upon the People, "without following any Profession but that of Arms, or mixing in any Relation with the Native In-"habitants. I have already described the Nature of this Tribe in the Ninth Paragraph of my Ob-"servations on the First Letter of the Majority; and the same Account of them has been given by "Colonel Leslie and Major Hannay, and, if I mistake not, by Colonel Champion himself, in their "Examination taken before the Board on the 19th and 28th of December. Major Hannay's Words "are remarkable; I beg Leave to quote them: *I have learned from many People, that it is only within* "*50 Years that the Rohellas are become Masters of the Country to the North of the Ganges; that they* "*were originally Afghans, came into Hindostan under a Sirdar, named Daood Cawn, and that they Con-*"*quered that Country from the Hindoos, and that since that Time they have followed no other Profession* "*than that of Arms; and the ancient Hindoos have cultivated the Country. The Rohellas are Mussulmen,* "*of the Sect of Omer, and the Cultivators of the Country are Hindoos. I suppose the Proportion to be* "*about Nine Hindoos to One Mussulman.*"

It will appear, from the preceding Explanation, that the Extirpation consisted in nothing more than in removing from their Offices the Rohellas who had the Official Management of the Country, and from the Country the Soldiers who had opposed us in the Conquest of it. Nor was the Process a sanguinary or hard one, as they had only to pass the Ganges to their Countrymen on the other Side of it. In a Word, we conquered the Country from the Conquerors of it, and substituted another Rule in the Place of theirs, upon the same Principles of Right and Usage (the Right of the War being presupposed) as a British Commander in Europe would expel the Soldiers of a conquered Town, and garrison it with his own, which, by the same Mode of Speech, and, with equal Propriety, might be called an Extirpation.

IIId. *That the Company had never received, nor pretended to receive or apprehend, any Injury whatever from the Rohellas.*

The Company were joined on equal Terms with the Vizier in the Injury which he had received from the Rohellas.

That Injury was the repeated Breach of Faith, and Refusal given, in Two successive Years, to pay the Sum stipulated for their Defence, and for the Expulsion of the Marattas from their Country. —The Vizier was our Ally.

Our Government was applied to for its Consent to the First Design of defending the Rohellas against the Marattas, and the Engagements which followed were negociated by our Commander in Chief, General Sir Robert Barker.

These consisted in Two separate Instruments; One a Treaty of mutual Alliance between the Nabob Shuja Dowla and the Rohella Chiefs, and the other an Obligation executed by them, to pay him, in Consideration of it, Forty Lacks of Rupees. Both were executed in the Presence of Sir Robert Barker, and signed by him as a Witness to it; which, in every Instance of the Kind that has ever passed in the Company's Annals, is equivalent to a Guarantee. The Obligation is in the Records of the Secretary's Office in Calcutta, and the Translation is entered in more than One Place in the Fifth Report of the Committee of Secrecy.

IVth. *That the Nabob Shuja Dowla never complained of an Aggreſſion or Act of Hoſtility, nor ſuggeſted a Cauſe of Quarrel, other than the Non-payment of a Sum of Money in Diſpute between him and that People.*

There were other juſt Cauſes of Complaint againſt the Rohellas: They had treacherouſly intrigued with the Marattas, with the Deſign of uniting with them againſt the Nabob Shuja Dowla during the Subſiſtence of their Engagement with him, and at the very Time that he was in Arms for their Defence. Indeed a Part of them had actually joined the Marattas, and the reſt were on their March for that Purpoſe, and were prevented only by the timely Arrival of Sir Robert Barker in their Country, in the Beginning of the Year 1773, with a Brigade of the Company's Troops in Conjunction with the Nabob's.

This appears from various Parts of the Correſpondence of Sir Robert Barker, and others, in the Appendix of the Fifth Report of the Secret Committee; and in Sir Robert's Letter of the 6th of April, he ſays of them, "It is well known that neither Promiſes nor Oaths have been able to bind "this treacherous Sect of People to their Engagements."

Vth. *That the Eaſt India Company were not Parties to the Engagement, or Guarantees thereof; nor bound by any Obligation whatever to enforce the Execution of it.*

That the Company were Parties to the Engagement, has been proved in the Reply to the Third Article. That they were bound to ſupport the Nabob Vizier in aſſerting his Right, or to aſſert their own, is a Queſtion not neceſſary to the Charge: It is ſufficient that the Right has been proved.

VIth. *That I did not make Enquiry, nor give Notice, nor offer Mediation, &c.*

Sir Robert Barker and the Vizier had been engaged in continual Negociations with them for the Recovery of the Money in the Years 1772 and 1773, and they had conſtantly evaded the Payment.

The Fact was notorious, and there could not be any Obligation to give them Notice, that they might be the better enabled to defeat the Enterprize.

VIIth. *But that I did ſtimulate the Nabob of Oude to the Enterprize.*

My Conduct in this Inſtance will be fully explained when I proceed to the Narration of the whole Tranſaction. I ſhall here but obſerve that I thought the Ground of War juſtly eſtabliſhed; that the Nabob Shuja Dowla had repeatedly urged our Conſent to it, and that I made Uſe of the Earneſtneſs with which he purſued this favourite Point, to engage his Agreement to a Syſtem of uſeful Alliance with him; which I obtained, and date from it the ſubſequent Power and Proſperity of the Company in Bengal.

VIIIth. *That I obliged him to accept even the Permiſſion to relinquiſh the Execution of it as a Favour, and to make Conceſſions for it.*

This is a Perverſion of a plain and ſimple Fact.—I had required Fifty Lacks of Rupees for the Price of the Ceſſion of Cora and its Dependencies: He pleaded his Inability to pay ſo large a Sum, and to defray the War with the Rohellas, and the encreaſed Subſidy for our Army. I agreed to remit Five Lacks of the Demand; and when he propoſed to ſuſpend the Deſign againſt the Rohellas, which removed the former Plea, I demanded, and he conſented to replace the Five Lacks, and the Stipulation for Cora remained as it originally ſtood in my Demand for it, at Fifty Lacks; and thus the Tranſaction is ſtated in my original Report of it.

IXth. *That the Engagement was verbal, and not bound by a written Treaty.*

It is true, that the Firſt Propoſition for the Rohella War was diſcuſſed and terminated in Converſation; but the Terms on which it was to have been undertaken were committed to Writing, and made Parts of the Draft of the Treaty concluded with the Nabob Shuja Dowla, at Benaris; but were withdrawn from it at his own Inſtance, and left unnoticed, becauſe the whole Buſineſs appertaining to it was poſtponed, and, as I then believed, wholly given up. Afterwards, when it was reſumed, the Terms of our mutual Engagement were ſtated in the Letters which paſſed between the Nabob and myſelf; and the Event proved that the Obligation in this Mode was as binding as a Treaty, in all its Forms, could have made it; for the Sum ſtipulated to be paid to the Company

for their Assistance in the War, was acknowledged by the Nabob to be due when it might have been disputed, and it has been punctually paid. It might have been disputed, because our Army was withdrawn while the Country was yet unsettled, and withdrawn without the Nabob's Consent, and against his Remonstrances; which was contrary to the express Terms of the Agreement made with him. But surely I may ask, is this Defence necessary? Is every Act criminal which any Man may state to be such? or is it criminal to have omitted doing what any Man may conceive proper to have been done?—Hard would be my Lot, were my past Actions to be measured by this Test of them; for though the Papers which I have Occasion to have written, and to which I have contributed, would fill many ponderous Volumes, yet their Bulk and Number would have been more than doubled, had every minute Transaction and Occurrence been minuted which I had deemed of Importance at the Instant in which they passed; and enormous indeed, if to these all the Conversations were added, which either led to Business, or arose out of it.

Xth. *That I confessed that I spoke the Hindostan Language* imperfectly, *and nevertheless made no Use of an Interpreter.*

I will not transgress the Bounds of my Respect for this Honourable House, nor offend the high Sense which I entertain of its Wisdom, by offering any Reply to this Article.

XIth. *That I proposed the Acquisition of 40 Lacks of Rupees for the Company, and a Relief to the Distresses of the Company, as Objects of the Enterprize.*

This I acknowledge; and whatever Sentiments may have suggested such a Motive as a Criminal Charge, I shall never regret the Services and Sacrifices which I have made to my Employers, and to my Country, whatever Returns I may have received at the Instant, or may receive from either.

XIIth. *That I transgressed the Instructions of the Council, by transgressing the Company's Orders to which their Powers had restricted me.*

This is refuted by the Preliminary Exposition which I have offered of the true Construction of the Company's Orders on which it is grounded.

XIIIth. *That I suppressed the Information of the Agreement originally made with the Nabob Shuja Dowla in the Letter which I wrote to the Court of Directors from Benaris, advising them of the Treaty concluded with the said Nabob on other Subjects.*

The Letter which I dispatched to the Court of Directors from Benaris was written to inform them of what had been done, and of that but as much as it was essential for them to know. It was not necessary to inform them of what was not done, nor to commit the Secret of a Design which had been dropped, but might yet take place, and which related to a great Political Event, to a Letter which was to pass through the Center of Hindostan, and afterwards through many Nations of Asia and Europe, with at least an equal Chance of its being intercepted.

In Effect I suspect that it actually met with that Fate, though written and dispatched in Duplicate; for in the Report published by Order of the Court of Directors, I find this Letter inserted, with a Notice that it was received by them on the 26th of March, which was the Date of the Receipt of the subsequent Dispatches of the Board, by the Mercury Packet.

That I may not appear to have been remiss in any Part of the Proceeds of my Transactions at Benaris, I will crave Leave to state the following short Chronological Recital of it.

On the 23d of June 1773, I received my Instructions from the Board. On the 7th of September I concluded a Treaty with the Nabob Shuja Dowla, conformable to my Instructions. On the 10th of the same Month I advised the Court of Directors of it in a Letter dispatched in Duplicate by Land to England. On the 4th of October, I delivered my Report of my Proceedings in my Place, at the Board in Calcutta; and on the 12th of October, a Letter was written by the Board, and dispatched by the Mercury Packet, to the Court of Directors, for the declared Purpose of conveying to them my Report, in which all that had passed relating to the projected Design against the Rohellas was fully recited: So that the whole Transaction was begun and concluded, and underwent every requisite Process of Official Communication, with a Journey of 1500 Miles, in the Course of Three Months and Nineteen Days.

The following is an Extract of so much of my Report as relates to the present Subject:

"The Vizier was at first very desirous of the Assistance of an English Force to put him in Posses-
"sion of the Rohella Country lying North of his Dominions, and East of the Ganges. This has
"long been a favourite Object of his Wishes, and you will recollect that the First Occasion of my
"late Visit was furnished by a Proposal of this Kind. He had certainly just Grounds of Resentment
"against the Chiefs of this Nation, who had not only failed in their Engagements to pay him Forty
"Lacks of Rupees for his Protection against the Marattas, but had actually supplied them with
"Money

" Money when they appeared in Arms againſt him. He offered to make the Company a Conſider-
" ation for this Service, of Forty Lacks of Rupees, beſides the ſtipulated Sum for the Expences of
" our Troops; but he afterwards laid aſide this Deſign, fearing that it would diſable him from ful-
" filling his Engagements for Corah and Illahabad. I enclose for your Obſervation, N° 10, the
" original Agreement of the Rohella Chiefs, witneſſed by General Barker; N° 11, a Tranſlation of
" the ſame; N° 12, a Tranſlation of a Letter which I received from Hâfiz Rahmut Cawn, in
" whoſe Name the Agreement was ratified; and N° 13, a Tranſlation of a Narrative delivered to me
" by the Vizier, in Reply to it. *The Meaſures to be purſued for the Security on that Quarter muſt there-*
" *fore be determined by future Occurrences.* I was pleaſed that he urged the Scheme of this Expedition
" no further, as it would have led our Troops to a Diſtance from our Borders, which I would wiſh
" ever to avoid, although there are powerful Arguments to recommend it."

XIVth. *That I entered a falſe Report of the Tranſaction in the Council Books, by repreſenting that the Nabob had propoſed the Deſign, but that I was pleaſed that he urged the Scheme of the Expedition no further, when in Reality and Truth I had conſented to it.*

There is nothing like a Contradiction in the Repreſentations which are oppoſed to each other, to eſtabliſh the Guilt of Falſehood which is here laid to my Charge.

I affirm, and the Records of this Houſe prove inconteſtibly, that the Nabob *did propoſe, did firſt propoſe, the Deſign* of the Rohella War: Nay that it was the Foundation of my Journey to Benaris. It appears in various Parts of the ſame Authorities, that I availed myſelf of his eager Solicitude for the Attainment of this Point, to engage his Aſſent to others of neceſſary Conſequence, and of much greater Value to the Company; and it is certain that I *was* pleaſed to have obtained them without the Neceſſity of making this Conceſſion, when he himſelf relinquiſhed it. The internal Movements of the Mind admit of no determinate Evidence to prove them; but that I was in a Situation which was moſt likely to have affected me in the Manner which I have deſcribed, I have abundant Proof.

The Dominions of the Nabob Shuja Dowla, our Ally, lay open and expoſed to that poſſeſſed by the Rohellas, both conſiſting of One vaſt Plain, without any natural Line of Diviſion or of Obſtruction between them; and both were ſhut in by the ſame common Boundary, the Ganges, cloſing them in the Northern Extremity, with impenetrable Mountains.

The Marattas had ſucceſſively attempted to poſſeſs themſelves of this Country; and, but for the Aſſiſtance of the Nabob's Forces united with thoſe of the Company, they would have ſucceeded: The Rohellas, though thus effectually and ſeaſonably protected by the Nabob Shuja Dowla, had openly negociated with the Marattas, and had ſhewn manifeſt Diſpoſitions to unite with them againſt their Defender. The ſame Scenes might be renewed the next Year, and repeatedly, with equal Danger to the Nabob Shuja Dowla, whether the Marattas obtained complete Poſſeſſion of the Country, or the Rohellas joined with them to carry their Ravages into his. The Company's Intereſts, which were at all Times involved in the Security of the Nabob Vizier's Dominions, had acquired a ſtrong additional Tie by his recent Engagements with them.

The Rohellas had afforded him a juſt Cauſe for War, and for all the Conſequences of it, by their repeated Breach of Engagement, and he had a Right to our Concurrence and Aſſiſtance in the Proſecution of it.

Theſe were the Grounds for undertaking the War; and on theſe Grounds, had he not himſelf ſhrunk from it, I ſhould have thought myſelf bound to join him in undertaking it.

On the other Hand, there were ſtrong Arguments of Diſcouragement, which operated againſt the Undertaking.

The Succeſs of it, though morally certain, might have been attended with greater Difficulties than when it was afterwards attempted, by Reaſon of the Neighbourhood of the Marattas, who would certainly have been invited to take Part againſt us. The ſame Doubts which the Vizier entertained of his Ability to pay the ſtipulated Sum, in Addition to thoſe of our other Claims upon him, might as obviouſly occur to my Mind, with all the Conſequences both of public and private Embarraſſment from the Failure. My Authority, on which the continued Support of the Enterprize would depend, was but accidental, and liable to Variation; and even that of the Board collectively, in Points of a Political Nature, had for ſome Time ſcarce appeared, but under the Influence and Agency of the Commander in Chief, whom I had offended by withdrawing it from him; that, he muſt have been employed, and in Effect my own Choice had preferred him, in the Execution of the Plan, poſſibly with his own Judgment oppoſing it.

To theſe Objections, which related immediately to the Meaſure itſelf, others occurred, which were of a foreign and adventitious Nature, and ſome which were merely perſonal and private.

The Firſt of theſe Diſtinctions regarded the State of the Company at Home, their Charter drawing near to its Expiration, and a ſtrong popular Prejudice excited and univerſally prevailing againſt both them and their Servants. The Second, my own Situation, and that of my Colleagues and Coequals in the Council.

I owed my Appointment in the Government to Motives which, though highly honourable to thoſe who had nominated me to it, were but a limited and tranſitory Dependence. I had no natural Intereſt at Home, no perſonal Connections, nor any other Means of Support, than ſuch as I might gradually and eventually acquire by my Reputation in Office. In the mean Time, all my Actions were to be viewed

viewed through a very remote Medium, with a Thouſand Refractions of [illegible] Intereſt, Miſrepreſentation; general Prejudice; and the Precipitation of [illegible] ally, the Situation of my Employers not allowing them the free Exerciſe of [illegible] itſelf derived its Propriety from Circumſtances of nice Relation and various Detail, [illegible] underſtand without ſome previous Knowledge, or Study, of antecedent Events and [illegible] and which were eaſily liable to Miſconſtruction. It was repugnant to the general [illegible] Company, and depended for its Sanction on conſtructive Orders, of which the Court of Directors, who framed them, had a Claim at leaſt to the ſole [illegible] of Interpretation. Theſe Conſiderations, with others of a ſimilar Nature, preſſed with a more ſenſible Weight upon my Mind at [illegible] by the Means of recent Advices privately received from England, which reached me, [illegible] within a few Days of my Arrival at Benâris, and by which I learnt that a new Commiſſion had been appointed from Home, to make Enquiry into the State of the Company's Affairs in Bengal, and to ſuperſede the Powers of its actual Adminiſtration.

With ſuch Proſpects of Diſcouragement, will it be ſuppoſed that in the Solicitude of my Zeal for the public Service, or, if I muſt adopt the Language of Invective, in the Purſuit of an irregular Ambition, I had no Intervals of ſecret Leiſure for the Mind to turn the Glaſs upon its own Concerns? I well knew what my Duty required of me, and *that* I was determined on performing, in Deſpite of every inferior Concern; yet, when I was relieved from the Obligation by the Nabob's Renunciation of his Deſign, which could be proſecuted only at his Requiſition, and therefore no Duty of my own oppoſed the Forbearance of it, I might then both naturally and allowably yield ſome Indulgence to my private Feelings. I certainly was glad to be freed from the Embarraſſments, which I had apprehended in the Proſecution of the Plan, though I ſhould have paid no Regard to them, had I been ſtill required to proceed in it. This Oppoſition of my private and reſtrained Wiſhes to my Senſe of what was incumbent on me in my public Character, will be found to accord exactly with the Sentiments expreſſed upon the ſame Subject in my Minutes delivered upon both Occaſions, in which the Subject of the Rohella War was introduced to the Notice of the Board, both when the Deſign was firſt propoſed and withdrawn, and afterwards propoſed and adopted by the Board.

But perhaps I have miſtaken the intended Senſe of this Part of the Charge; and it is not the Inconſiſtency of my private Feelings with my public Actions, which is alledged againſt me, but ſimply the Information given by me to the Board, that the Deſign of the Expedition had been dropped, when in Fact it yet exiſted, with my Engagement to proſecute it.

If I have miſtaken the Meaning of this Paragraph, and unneceſſarily waſted the Time of this Honourable Houſe in ſo long and laboured a Refutation of a Charge not made againſt me, I humbly refer myſelf to the Candour of this Houſe, and beg Leave to aſcribe my Error to the Manner in which the Charge is drawn and printed, with Intricacy of Conſtruction, and a frequent Change of Type; many Words, and even whole Sentences, being printed in Italic Characters, as if indicating ſome ſuppoſed Guilt, or aggravating that expreſsly alledged againſt me. Nor is this Practice (whether here or not, this Honourable Houſe will determine) confined to the Paragraph in Queſtion of this 5th Charge, nor even to this ſingle Charge, but pervades, with the like Ambiguity, every Part of my Charge exhibited againſt me.

I now proceed to reply to this Article, in the Senſe which I have juſt inferred from it.

In my Reply to the preceding Article, I have inſerted the Whole of my Report, of what paſſed between the Nabob Vizier and myſelf at Benâris, on the Subject of the Firſt Propoſal for the Rohella War, in an Extract from my Report of all my Proceedings there. This Report ſtated, that the Vizier was deſirous of our Aſſiſtance againſt the Rohellas, and offered Terms for it; but that, for Reaſons aſſigned, he afterwards laid it aſide; "that the Meaſures to be purſued for his Security on that "Quarter, were therefore to be determined by future Occurrences;" and "I was pleaſed that he "urged it no further." There the Buſineſs reſted, and as I certainly did believe it at that Time, ſo finally, though the Obligation ſtill remained, if the Nabob ſhould again lay Claim to it, and no Change of Circumſtances intervened to alter it.

On the 26th of November of the ſame Year, the Subject was again introduced at the Board, with a Requeſt of the Vizier, for the Renewal and Proſecution of it; and the following was my Recital of the Tranſaction more at large, in a Minute which I delivered upon the Occaſion:

"In this Situation, here appears an unuſual Degree of Reſponſibility annexed to ſuch an Undertaking. I would therefore recommend it to ſerious Conſideration; and at the ſame Time I think it my Duty to declare, that I find myſelf embarraſſed in a peculiar Manner in my Deciſion, "from the Circumſtances of what paſſed between the Vizier and myſelf at Benâris. The Board will "recollect, that this very Country was included in the Line of defenſive Operations which they "thought proper to adopt laſt Year in Support of the Vizier; and it is now neceſſary to acquaint "them more fully, that the Vizier at the Interview did propoſe this Expedition to me, and earneſtly "ſolicited my Aſſiſtance; that I regarded this Requeſt as a lucky Circumſtance in the Negotiation, "and availed myſelf of it, as the Means of purchaſing the Vizier's Compliance with the other Meaſures, "which was the principal Object of my Commiſſion. I conſented to it; engaging to aſſiſt him in the "Enterprize, on the Conditions with which the Board are already acquainted. Afterwards, from a "Suſpicion of his own Ability to make good ſo many pecuniary Engagements at once, as thoſe he "had undertaken, he himſelf made the Propoſal for ſuſpending the Rohella Expedition; but the "Condition which took its Riſe from it, viz. that the future Payments of the extra Charges of the "Army ſent at any Time to his Aſſiſtance, ſhould be fixed at Two hundred and Ten thouſand Rupees "per

« per Month for [illegible] still allowed to be made an Article of the new Treaty. And it was « further agreed, that the Stipulation for Corah,—which I had with Difficulty raised to Forty-five « Lacks of Rupees, should now be made Fifty, in Consideration of his being exempted from the « additional Burthen of the projected Campaign, and better enabled to fulfil his other Payments. « It is unnecessary to explain the Motives which urged the Vizier to make Concessions for the Li- « berty of relinquishing a Point which he had apparently so much at Heart, and which I was not so- « licitous to pursue: The Detail would be tedious—the Gentlemen who were with me, and to « whom I made daily Communication of the Progress of the Negociations, will recollect that such « was the Issue of this Part of them. The Expedition remained only suspended; and I gave him « every Reason to expect, that whenever it could again be with Prudence resumed, and he desired it, « it should be undertaken.

« This is the Predicament in which I now stand with the Vizier; and although, from a Fear « of his not being able to fulfil his Part of the Agreement, I was to avoid engaging in the Project, « for the present, yet it appears to me, that a direct Refusal after what has passed, would have a « unfriendly Aspect, and might admit of the Construction of Remissness and Insincerity in our Dealings « with him."

I now throw myself on the Justice of this Honourable House to determine, whether there is any other Difference between the Two Recitals, than that the latter is more detailed and enlarged than the former, which states little, more being then unnecessary. Had the Engagement in the First Instance stood, it would have constituted an Article in the Treaty, which was at that Time concluded, and the Draft of it is still on Record; but the Nabob himself declining it, it retained no other Force on our Government, than that which the Spirit of Honour and fair Dealing might allow, and the Circumstances of Affairs admitted. These had received no other Alteration, than the Departure of the Marattas, occasioned by a late Revolution in their own State, which was likely, for a Length of Time to come, to prevent them from interfering in our Operations.

If further Evidence of this Construction is necessary, the following Extract from the Letter of the Nabob Shuja Dowla, which furnished the Subject of Debate, of which the preceding Minute formed a Part, will put it beyond the Possibility of Doubt.

Extract of a Letter from the Nabob Shuja Dowla, received the 18th November 1773.

« During our Interview at Benâris, we had some Conversation on this Subject; and it was then « agreed on, that I should pay to the Company the Sum of Forty Lacks of Rupees, after the Extir- « pation of the Rohillas; and Two hundred and Ten thousand Rupees Monthly, on Account of « the English Brigade, during my Operations in the Rohilla Country; and that I should, with the « Assistance of the English Forces, endeavour to punish and exterminate the Rohillas out of their « Country.

« *If therefore these Terms are agreeable to you, I desire to know whether you will assist me with the « English Forces, or you will not.*"

When I wrote the Minutes from which the preceeding Extracts are taken, I little suspected that the Time would come when they were to be put to the Rack of verbal Criticism before the House of Commons of Great Britain.

I look back with Pain on the many Pages which have been filled with this Part of my Defence, in a Discussion which I myself cannot but consider as unworthy to take up so much of the Attention of this Honourable House, did not the Occasion of it implicate the Plausibility of every other Charge instituted against me, and cast the Colour of Reproach upon the most important Transactions of the British Government in India, during the Course of Thirteen Years, from the imputed Depravity of Character in him who directed them.

A Charge of Falsehood in Terms, of deliberate Falsehood, imprints such a Sense of Infamy on an ingenuous Mind, as even the fullest Refutation of it cannot wholly efface; since it taints the Source itself of every honourable Principle, and follows its devoted Object into all his Habits of Society, even to his dearest Connections.

I hope, therefore, I shall not be deemed to depart from the great Respect which I owe and truly profess for this August Assembly, if on this Occasion I abandon for an Instant the degraded Condition of a Man arraigned, and assume my Claim to the Rights of Respect which my Rank in Office, primarily and repeatedly assigned to me by this Honourable House itself, authorizes me to assert.

If, after a patient and full Examination of all the Charges exhibited against me, I shall appear to merit that Punishment which the Justice of my Country exacts for High Offenders, let me receive it;—I will submit with what Resignation I can to my Doom, how much soever my own Consciousness of better Desert may revolt against it. Let me not, however, be punished before Conviction by the Admission of hard Epithets, and disgraceful Invectives against me. I am warranted by the Doctrine of my Religion, to protest against such a Treatment; for this teaches me, that even a blessed Spirit of Heaven contending with the Devil "durst not bring a railing Accusation against him;" but if the Result shall prove, that in a long, difficult, and perilous Service, I have conducted myself with Integrity, and with a Zeal for the Interests of my Employers, and my Country, manifested by an invariable Train of successful Measures; that I was instrumental in preserving One great and valuable

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Branch of the British Empire committed to my Charge, from threatened Annihilation, and left it in a State more prosperous than I received it;—what Atonement will this Honourable House in its Justice ordain for the Injury which I sustain by having been branded on its Records, and under the Sanction of its Authority, with the vile and abhorred Character of a Verres, an Oppressor, a Defrauder, a Traitor, and even of a Lyar?

XVth. *That I and the Council engaged in the Enterprize under Circumstances of uncommon Responsibility and Personal Hazard.*

This I admit; but not in the Terms of the Text, nor with the Implication of Criminality, I know not on what Grounds affixed to it.

XVIth. *That no Part of the Money due for the Rohella War was recovered till after the Establishment of the new Government in Bengal, and that the Whole remains in Effect and Substance unpaid to this Day.*

The Meaning of this Charge seems to be, that so long as any Balance remained due from the Nabob of Owd, in the running Account between him and the Company, that Balance arose exclusively out of the Stipulation for the Rohella War, whatever Debts may have been incurred, or Payments made, though of Millions on both Sides of the Account, since that Debt was originally contracted.

This is contrary to the general Commerce of Mankind; every Debt, in the Order in which it was contracted, being universally understood to be discharged by the Sums received, if equivalent in their correspondent Order of Payment; but let it be as it will, it is now paid beyond all Possibility of Question; for even while these Charges are forming, Advices are received from the Government of Bengal, which declare that the Nabob of Owd had paid up the Whole of his Debt to the Company of every Kind, without an Anna remaining.

XVIIth. *That the Nabob Shuja Dowla committed great Acts of Cruelty and Inhumanity in the Prosecution of the War, and in the Abuse made of his Victory; that he violated a Princess of great Rank, and other Women, and that I abetted him therein; that eminent Families were either cut off or banished, the Wives and Children ruined, and the Country laid waste and depopulated.*

This Part of the General Charge, if it were true, could only affect me as the Abettor of it.

That I was not the Abettor of it I certainly know, but cannot disprove it, otherwise than by an Appeal to my general Character, which is in the strong Features of it well known, and to the Evidences themselves, which are quoted in Support of the Allegation. I deny that there is a Syllable in these that proves it, or that, without a Violence on the Construction which could convert White into Black, even tend to cast the most distant Suspicion of it.

The Letter written by the Board to Colonel Champion, dated the 23d May 1773, and mine to Mr. Middleton, dated the 27th of the same Month, which I shall crave Leave to read at the Close of this Article, are Evidences of my Anxiety and Endeavours, both to obtain a true Knowledge of the Facts, and to redress them in whatever Degree they might be found to exist; and the Answers to both are, in my Opinion, a Refutation of the Charge as it stands against the Vizier. With respect to the First, Colonel Champion, in Answer to the Desire expressed by the Board, "to be immediately advised of "the Particulars of the Treatment to which he had alluded," that is, the Nabob's Treatment of the Rohella Prisoners, begins the Subject with a Sentence that seems to promise the Information required, but no such Information follows.

Mr. Middleton's Answer is in Point, and affords a very temperate, and I do believe a most faithful Report upon the Question. It is long, and worth the Perusal of those who may wish for more Information upon the Subject. It no further concerns me.—I am unwilling to quit this Subject without adding, that the Sons of Hâfiz Rahmut Cawn were living at Lucknow when I was at that Capital; that they enjoyed a Pension from the present Nabob, which afforded them a decent Maintenance, with a Promise of more after Payment of the Nabob's Debt to the Company, under the Engagements which he had contracted with me. They were under no other Restraint than a Prohibition to re-visit their own Country, and were my daily Visitors, for which they no Doubt had the express Permission of the Nabob, and that Optionally given, for I never intimated the most distant Wish to see them; and indeed they frequently attended him in the Visits which he himself made to me.

Fyzoolla Cawn, the only surviving Son of Ally Mahmud, the Founder of this little Dominion, still remains in peaceable Possession of as much of his Inheritance as he held before the War, which (by a Fatality that might induce a Mind, even but lightly tinctured with Superstition, to infer the Hand of Providence in so just a Distribution of its Events) closed with the Death of Hâfiz Rahmut, the Usurper of the Rights of his Patron and Master, who had entrusted them to his Guardianship, and with the Deprivation of the Children of his Accomplices, as the Punishment allotted, according to their several Degrees of Guilt, to the Perpetrators of so complicated a Treachery.

My

My Letter to Mr. Middleton, to which I have above alluded, I now entreat Permiſſion to read. I was not aware of the Strength of this Evidence, when on a curſory Inſpection I marked it for Reference. I am pleaſed to find it, on a more attentive Peruſal of it, not only a clear Refutation of the Charge, ſo far as I myſelf am affected by it, but an Example to ſhew both the Delicacy with which I treated the great Allies of the Company, and the Firmneſs with which I maintained the Rights and Honour of my own Nation.

Extract of a Letter from the Preſident to Mr. Nathaniel Middleton, dated 27th May 1774.

Colonel Champion complains of the Conduct of the Vizier, in ſuffering, and even in ordering his Troops to ravage the Country, and in his cruel Treatment of the Family of Hafez Rahmet. This is a Subject on which I cannot write to the Vizier; it might widen the Breach between him and the Commander in Chief, and poſſibly influence the Nabob to ſeek private Revenge on the unhappy Remains of Hafez Rahmet's Family. I deſire, therefore, that you will take an immediate Occaſion to remonſtrate to him againſt every Act of Cruelty or wanton Violence: The Country is his, and the People his Subjects; they claim by that Relation his tendereſt Regard and unremitted Protection. The Family of Hafez have never injured him, but have a Claim to his Protection, in Default of that of which he has deprived them: Tell him that the Engliſh Manners are abhorrent of every Species of Inhumanity and Oppreſſion, and enjoin the gentleſt Treatment of a vanquiſhed Enemy; require and entreat his Obſervance of this Principle towards the Family of Hafez; tell him my Inſtructions to you generally but urgently enforce the ſame Maxim; and that there is no Part of his Conduct will operate ſo powerfully in winning the Affections of the Engliſh, as Inſtances of Benevolence and Feeling for others. If theſe Arguments do not prevail, you may inform him directly, that you have my Orders to inſiſt on a proper Treatment of the Family of Hafez Rahmet, ſince in our Alliance with him the Reputation of our National Character is involved in every Act which ſubjects his own to Reproach; that I ſhall publicly exculpate this Government from the Imputation of aſſenting to ſuch a Procedure, and I ſhall reſerve it as an Objection to any future Engagements with him, when the preſent Service ſhall have been accompliſhed.

XVIIIth. *That I diſobeyed a Standing Order of the Court of Directors, 1ſt, by not producing all my Correſpondence with Mr. Middleton, the Reſident at Owd, and with Colonel Champion, the Commander in Chief of the Army employed in the Rohella War, to the Secret Committee; and, 2dly, by refuſing to produce the ſame to the Majority of the Council.*

This Charge contains its own Refutation in the Terms of it; for the Company's Orders of the 23d of March 1770, which relate expreſsly to Letters written in Correſpondence with the Country Powers, have no Relation to my Correſpondence with Mr. Middleton and Colonel Champion; nor their Inſtructions, dated the 30th of March 1774, either to that Correſpondence, or to any other which had paſſed antecedent to the Receipt of them.

XIXth. *That I arrogated to myſelf dangerous Powers, by aſſerting that Mr. Middleton, the Public Reſident at Owd, was my Official Agent, and that, being ſuch, I was not obliged to communicate his Correſpondence.*

I do not know whether to admit or deny this Allegation; for though I comprehend it in its direct Conſtruction, I cannot draw any Inference from it which can ſerve for the Ground of an Impeachment, or even of Cenſure. But it alludes to my Minute, dated the 26th October 1774, N° 45 of the Appendix of the 5th Report of the Secret Committee, every Syllable of which I avow; and unleſs a new Inſtitute of Morality ſhall be invented, for the Purpoſe of proving me an Offender againſt it, I deny that it contains a Sentiment or Expreſſion which is not conſiſtent with the moſt rigid Principles of Obedience, Integrity, Faith, and Honour.

XXth. *That the Court of Directors, and afterwards the General Court of Proprietors, did unanimouſly condemn (along with my Conduct relative to the Rohella Treaty and War) my Refuſal to communicate my whole Correſpondence with Mr. Middleton to the Council; yet that I have never yet communicated the Whole of my Correſpondence either to the Governor General and Council or to the Court of Directors.*

Neither my Reſpect for the Court of Directors, nor my Gratitude and devoted Attachment to the Court of Proprietors, ſhall reſtrain me from ſaying, that the firſt were partial Judges, and that the laſt were incompetent, as wanting the Means of Information. The latter Part of this Article is true, namely, that I have never yet communicated the Whole of my Correſpondence either to the Governor General and Council, or to the Court of Directors: But it is equally true, that the Court of Directors have never demanded it of me; and that I have uniformly oppoſed the Right of the Council to exact it, which ſhould be firſt eſtabliſhed before the Refuſal to them can be made a Crime. However, the Whole of this Charge I ſhould preſume cannot properly come under the Diſcuſſion of this

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Honourable Houſe; for in the very Terms of it it is ſtated, that my Conduct was enquired into both by the Directors and Proprietors, my legal and ultimate Judges, who both paſſed their Cenſure upon it; and in that Cenſure I received my Puniſhment.

HAVING now finiſhed my Examination of the Charge in my Reply to the material Points which compoſe it, I ſhall proceed to recite the Particulars of the Tranſaction to which they all bear a common Relation, viz. the Origin, Deſign, Progreſs, [illegible]ſion, and Effects of the Rohella W[illegible]

In May 1771, the King quitted Illahabad, and threw himſelf into the Arms of the Marat[illegible] a few Months afterwards he granted them Sunnuds, or Charters, for the Provinces of Corah, Cur[illegible] and Illahabad, or the Lands immediately ſituated above the Conflux of the Rivers Ganges and Jumna, which we had before given to him. In January 1772, General Sir Robert Barker met the Nabob Shuja Dowla, at Fyzabad, who propoſed various Plans to counteract the ambitious Deſigns of the Marattas, who were then preparing to invade Rohelcund. The General, by his own Authority, ordered a Battalion of Sepoys for the Defence of the Lines at Cawnpoor. The Governor (Mr. Cartier) and the Select Committee, on the 12th of February 1772, approved of the General's Conduct, and authorized him to enter into Negociations on the Part of the Company in Support of the Nabob's Views.

On the 28th of January 1772, the General wrote to the Select Committee, that the Nabob wiſhed to protect the Rohellas, and to treat with them, "which could not be done, he ſaid, without the "Conſent of the Engliſh;" for their Letters "were written to him in a Stlye as if he was One and "the ſame as the Engliſh; and he doubted that, without ſuch a Concurrence, they meant to do no-"thing with him alone."

The dangerous Conſequences portended from theſe alarming Symptoms are ſtrongly deſcribed in the following Extract from a Letter of the General to the Select Committee, dated the 25th of February 1772.

"I ſhould imagine that if the Marattas ſucceed in their Attempts of croſſing the River, and make "a rapid Progreſs through the Rohella Country towards the Vizier's Territories, as they have al-"ready given out that they intend cantoning at Lucknow, you will judge it neceſſary to advance a "Brigade nearer to his Excellency's Dominions; for in this Caſe the Approach of the Marattas will "be very quick."

On the 28th of February the General wrote that the Marattas had made good their Paſſage of the River, and given a total Defeat to the Rohellas poſted at the Fords to oppoſe them; that he had therefore ordered the Brigade at Dinapore to march immediately towards the Vizier's Dominions, excuſing his taking ſuch a Step without the Authority of the Board, by "the Exigency of the "Service."

In this Part of the 5th Report of the Secret Committee, from which I draw this Recital, I miſs the Reply which was written to Sir Robert Barker's Letter, but I recollect that the Committee diſapproved of the March of the Brigade, and countermanded it.

On the 9th of April the General wrote that "the Marattas had applied to the Nabob Shuja Dowla "to be the Mediator of their Differences with the Rohellas, to which he was much inclined," and "was not to be diverted from this Scheme," though the General had ſtrenuouſly oppoſed it, and preſſed him "rather to form an Alliance with the Rohellas;" the Nabob inſiſting "that he had no "Choice; for he muſt either join the Marattas in the total Reduction of the Rohellas, or bring on a "Compromiſe between thoſe Powers; for the Alternative was an Attack on his Dominions after "the Reduction of the Rohellas," unleſs (for ſo the Senſe follows in the Conſtruction) "the Engliſh "Forces would join to ſupport him in the Undertaking" preferably recommended by the General; and that "he had therefore ſent Captain Gabriel Harper to Hâfiz Rahmut, and would do his En-"deavours to procraſtinate this Treaty until he received the Committee's Inſtructions."

On the 13th of April 1772, I ſucceeded to the Office of Preſident of the Council of Fort William; and from that Day only I date my Share of Reſponſibility in the Acts of the Government of Bengal.

On the 30th of the ſame Month, the Select Committee for the Firſt Time entered into a Conſideration of the General's repeated Reference; and the Sentiments recorded by them on that Occaſion moſt decidedly mark *their*—may I be allowed to change the Perſon, and ſay "my"—ſtrenuous Adherence to the cautious and defenſive Syſtem enjoined by the Company.

We approved the General's "Endeavours to diſſuade the Vizier from entering into any Negocia-"tions which might lead to an Alliance with the Marattas; ſince we might by this Means be pre-"cluded from taking ſuch Meaſures as the Company's exact Orders might render neceſſary. *But we* "could not approve of a Promiſe being made to him of the Junction of our Forces in the Proſe-"cution of an offenſive War; *the more eſpecially, as the Court of Directors, in their Letters by the Lea-*"*wing, had promiſed to furniſh us with clear and preciſe Inſtructions reſpecting our carrying on Hoſtilities* "*againſt the Marattas at a Diſtance from our own Borders*; which," we added, "might be ſhortly ex-"pected," but which never came. We expreſſed ſome Uneaſineſs at Captain Harper's Deputation, and deſired that he might be recalled as ſoon as he conveniently could be, as we did not chuſe to "appear as Principals in theſe Negociations." In the mean Time, the Meaſures purſued by Sir Robert Barker had taken their Courſe; and while I diſavow any Concern in them, I may add, that they proved fortunate in their Event. Captain Harper returned on the 21ſt of May, after having prevailed on Hafiz Rahmut to agree to a Perſonal Meeting with the Vizier; the Conſequence of which was, that on the 17th of June a Treaty of Alliance was concluded and reciprocally interchanged between the Rohella Chiefs and the Nabob Shuja Dowla; and a ſeparate Agreement on the

Part of the Rohellas, to pay 40 Lacks of Rupees to the Nabob Vizier for the Expulsion of the Marattas, "whether effected by Peace or War;" Ten Lacks to be paid on the immediate Effect of his March, "enabling the Families of the Rohellas to leave the Woods, and return to their Habita-"tions," the reſt in Three Years.

Both Deeds were executed in the Preſence of General Sir Robert Barker, and his Signature affixed to both as a Witneſs to them. But the ſame Act made him the Guarantee of both; and virtually, by his Repreſentation, extended the ſame Obligation to the Company; for it has been ſhewn, that he was the Inſtrument of the Negociation, and that the Rohellas themſelves had refuſed to treat with the Nabob alone, that is, without the Junction of the Engliſh Name and Faith with his.

Thus it appears, that by a regular and natural Gradation of Events, the Government of Bengal found itſelf entangled in the Firſt Movements of a War which it had fought to avoid, but which was in its Principle and Object defenſive; and though extending beyond the Line of its preſcribed Operations, had been recently marked out as an Exception to it by the Court of Directors, in their General Letter of the 28th of Auguſt 1771, which is that to which the Select Committee alluded in their Inſtructions to General Sir Robert Barker of the 30th of April, and that whether the Meaſures which led to this Criſis of Affairs were right or wrong, or whether the Events which produced it might or ought to have been diverted into another Direction, I myſelf have no Concern in either Queſtion. The Movements of the Machine (if I may be allowed the Figure) had received their Firſt Impulſe from other Hands, before the Charge of it could be affirmed in any Senſe to have devolved to mine, and were independent of me. In this State, Progreſs, and Direction, I received the Share allotted to me in its Management; and to theſe, even in the ſubſequent Conduct of it, my Judgment was neceſſarily compelled to bend itſelf, whether I approved of the paſt, or diſapproved it.

I entreat the Permiſſion of this Honourable Houſe to proceed in my Narrative in the Words of my Letter, written on the ſame Subject, and for a ſimilar Purpoſe, to the Court of Directors, on the 3d of December 1774. Some Claim I may be allowed to an Indulgence of Time for my Reply to the other multiplied and voluminous Charges exiſting againſt me; the laboured Production of Years requiring Days for their Refutation: I ſhall hereby avoid the Delays of Reference and Compilation, and can with Confidence offer this Recital as genuine, ſince it was written with the freſh Impreſſion of the Facts and Events which appertain to it; and with it I ſhall cloſe my Defence againſt the Firſt Charge exhibited againſt me.

EXTRACT of a Letter to the Court of Directors, dated 3d December 1773.

In the Beginning of the Year 1772 the Marrattas invaded the Country of the Rohillas, which, after a ſhort but ineffectual Oppoſition at Sukkertol, was left at large, expoſed to their Ravages. The Vizier, alarmed at their Approach to the only Part of his Dominions which was eaſily acceſſible by ſuch an Enemy, applied with ſuch Earneſtneſs to Sir Robert Barker, who was at that Time with him, for the Aſſiſtance of an Engliſh Force, and the General thought the Neceſſity ſo urgent, that of his own Authority he ſent Orders to the Firſt Brigade, which was ſtationed at Dinapore, to march inſtantly into the Province of Oude. The Board diſapproving this irregular Proceeding, refuſed their Confirmation of it, and the Brigade having reached the Length of Benaris, remained there till the Beginning of June, and then returned to its former Station. The Vizier availing himſelf of this Movement, offered his Protection to the Rohillas, and entered into a general Treaty of Alliance with the Chiefs of that Nation, and a ſeparate one with Hafez Rhamet Cawn, their Principal, who in their Name, and with their Authority, engaged to pay him 40 Lacks of Rupees for that Support, whenever the Marattas evacuated the Country: Tranſlations of both Treaties are recorded at Length in the Conſultation of the 23d July 1772; and the Original of the latter is in the actual Poſſeſſion of the Secretary, atteſted by General Barker, who was preſent at the Ratification of both.

On the Approach of the rainy Seaſon the Marattas evacuated the Country, and the Vizier demanded the ſtipulated Recompence from the Rohillas, but they evaded the Payment.

In the latter End of 1772, the Marattas having extorted from the King a Grant of the Diſtricts of Corah and Kurrah, which had been Ceded to him by the Company for the expreſs Purpoſe of maintaining his Dignity, were preparing to take Poſſeſſion; and as this Acquiſition would have made them Maſters of the whole Tract of Country lying between the Rivers Ganges and Jumna, and bordering upon the Province of Oude, the Vizier again applied for Aſſiſtance to repel ſuch dangerous Neighbours.

The Proceedings of the late Council, in their Secret Department of the 1ſt Feby 1773, treat this Subject very largely, and ſhew how much they conſidered not only the Safety of the Vizier but even of the Company's Poſſeſſions, to be endangered by this formidable Encroachment of the Maratta State. It was ultimately concluded, to comply with the Requiſition of the Vizier, by ſending the Firſt Brigade for the Protection of his Dominions againſt any Attempt which the Marattas might make on them; and alſo determined to prevent their Deſign on Corah, by taking prior Poſſeſſion for the Company, who had certainly the beſt Title to it when the King could no longer keep it. It was not to be ſuppoſed that the Marattas would quietly ſubmit to the Loſs of a Territory, which they had uſed the moſt perfidious Means to obtain; and every Precaution was therefore neceſſary, to guard againſt their Efforts to recover it.

The Company's Orders of 28th Auguſt 1771 expreſsly allowed the Neceſſity of departing on ſome Occaſions from the limited Plan which they had for a long Time paſt enjoined; and as Conſequence, the Rohilla Country, North of the Ganges, was included within the Line of Action preſcribed to the General in his Inſtructions; becauſe, if the Marattas, either by the Defeat, or, which was as likely to happen, by the Deſertion of the Rohillas to their Cauſe, ſhould gain a Footing in that Country, nothing could oppoſe their entering into the Province of Oude, and laying it waſte, in Spite of any Attempt of our Forces, united with the Vizier's, to prevent them; the Map which accompanies this will demonſtrate this Truth more powerfully than any verbal Argument.

It was not to be ſuppoſed, that the Marattas, whoſe Ambition for ſome Years paſt had aſpired to univerſal Conqueſt, and who had extended their Arms from the Centre of the Balaghaut to the Northern Extremity of Indoſtan, ſhould ſit down contented when they had added the Doaab, Corah, and Allahabad to their Dominions; on the contrary, there was every Reaſon to apprehend, and it was publickly reported in their own Camp, that they would next carry their Operations into the Country of the Vizier, and even into the Company's own Poſſeſſions.

On the Grounds which I have deſcribed, it was agreed to maintain the Province of Corah againſt the Marattas, and afterwards to extend our Arms beyond the preſcribed Line of the Dominions of our Ally into the Rohilla Country, by a diſcretional Latitude allowed the General as abovementioned, which he accordingly made uſe of, by marching the Brigade as far as Ramgaur; and we have the ſtrongeſt Reaſons to believe, that it was attended with every immediate Advantage which we had projected from ſuch a Meaſure, as the Marattas lay during the whole Campaign of 1773 in the Neighbourhood of our Army, but without daring either to croſs the River, or to approach the Borders of Corah; and before the ſetting-in of the Rains of that Year their Domeſtic Troubles obliged them to return to their own proper Dominions.

Of the Reſolution to enter the Rohella Country for its Defence againſt the Marattas, the Court of Directors were firſt adviſed in the General Letter by the of the 31ſt March 1773, which arrived in England long before the Departure of the Tranſports. The effectual Protection then afforded the Rohellas, and the Departure of the Marattas having eſtabliſhed beyond all Conteſt the Right of the Vizier to the 40 Lacks, which had been ſtipulated for this important Service, and which, by the Terms of the Engagement, were really due the preceding Year, on the Retreat of the Marattas from their Country, he demanded Payment of Hafez Rhamet Cawn, who refuſed it. The Vizier alſo accuſed him of having ſecretly encouraged the Marattas, and ſent them a Supply of Money; and, if I miſtake not, General Sir Robert Barker, in ſome of his Letters, mentions the ſame Circumſtance. The Plea of Juſtice thus coinciding with the Principles of ſound Policy, which dictated to the Vizier the Neceſſity of ſecuring himſelf againſt the Intrigues and Perfidy of the Rohillas, who from their Situation were moſt capable of hurting him in his Conteſts with more powerful Enemies, and from their natural Weakneſs, and the Jealouſy inſeparable from it, would ever ſeek for their Safety in fomenting or joining in Attempts againſt him, he formed the Deſign of invading and reducing their Country: As his own Strength was unequal to ſuch an Undertaking, he ſolicited the Aid of this Government for effecting it, and made an Offer of 50 Lacks of Rupees to be paid on its Accompliſhment. As this Propoſal was urged in the warmeſt Terms, both in Perſon to Sir Robert Barker, and in his Letter to me, and this had long been a favourite Project of the Vizier, the Board judged, with me, that it might afford a fair Occaſion to urge the Improvement of our Alliance, by obtaining his Aſſent to a more equitable Compenſation for the Expence attending the Aid which he occaſionally received from our Forces, and to free the Company from the Embarraſſment to which they might be ſubjected, by retaining the Property and Poſſeſſion of the remote Diſtricts of Corah and Illahabad. For this Purpoſe, it was agreed that I ſhould write the following Letter to the Vizier, which I beg Leave to quote at large, becauſe it fixes the Source of thoſe Engagements, which took Place by a progreſſive Train of Meaſures, and terminated in the Rohilla war; and will mark at leaſt, that this was not the Effect either of a precipitate and unweighed Reſolution, or a tame Acquieſcence in the Vizier's Schemes of Ambition, but the Reſult of long Deliberation, originally deviſed, and conſiſtently employed as an Inſtrument of promoting the Intereſt of the Company, of perpetuating the Dependence of their Ally, and converting it to a Channel of Utility.

Fort William, 21ſt of April 1773.

"I have received your Excellency's Letter, mentioning the Particulars of your Operations againſt "the Marattas. You promiſe to the General, that whenever the Marattas ſhould be driven out of "the Rohilla Country, and Hafez Rhamet Cawn ſhall fulfil his Agreement of 40 Lacks of Rupees, "you will give Half that Sum to the Company; and that, ſhould the Rohilla Chiefs be guilty of "a Breach of their Agreement, and we will thoroughly exterminate them, and ſettle your Excel"lency in the Country, you will in that Caſe pay the Company 50 Lacks of Rupees in Ready "Money, and exempt them from the King's Tribute. Upon the ſame Subject the General has alſo "written to me fully. Every Circumſtance which you have written to me I conſider as a Proof "of the cordial Attachment which ſubſiſts between us, and of the Confidence and Reliance which "you place in the Friendſhip of the Engliſh Company; but the Points which you have propoſed "require much Conſideration, and the previous Ratification of a formal Agreement, before I can "aſſent to them; otherwiſe I might incur the Diſpleaſure of my Employers.

"It is true that I have long thought that the Union of the Rohilla Country with yours, either by

, ſure

" ſure and permanent Obligation of Friendſhip, or by reducing it to Obedience, if they ſhould " render ſuch an Attempt juſtifiable by any Act of Enmity or Treachery, would be an adviſeable " Point for you to attain; becauſe by that Means the defenſive Line of your Dominions would be " completed, by including within it all the Land lying on that Side of the River Ganges, and you " would be in no Danger from an Attack on that Quarter, whenever the Marattas ſhould commit " Diſturbances in another. But it appears to me that this is an Object not to be attained by an " occaſional View of that Country; and its Diſtance from the Provinces of Bengal will not admit of " the Continuance of the Engliſh Forces longer than the Period which remains of dry Weather.

" You will pleaſe to remember they were ſent for your Aſſiſtance, and to defend the Province of " Korah againſt the Marattas. Thus far only am I authorized, by the Commands of my Superiors, " to employ them beyond the Limits of their own Poſſeſſions; and even this is the Cauſe of an " heavy Loſs and Riſk to their Affairs, eſpecially in the Expences of their Troops and Stores, and " in the Abſence of ſo great a Part of their Force, which was originally deſtined for the ſole Defence " of the Countries dependant on Bengal.

" You have frequently repeated in your Letters the Remarks, that to wait till the Enemy was at " your Door, and then to write for the Aſſiſtance of our Forces, would anſwer no good Purpoſe; but " that every Year the ſame Cauſe would require their Return to the ſame Service, and paſs without " effecting any Purpoſe of real Advantage. My Friend, all this is true; but it proceeds from the " Want of proper Meaſures having been previouſly taken, and from the imperfect Footing on which " Affairs between us have been eſtabliſhed. The Concern which the Company take in your Safety, " and the Duties of Friendſhip which their Commands and our own Inclinations equally enjoin us to " obſerve inviolably to their Allies, and eſpecially to One ſo cloſely united by an approved Attachment " to them, would not ſuffer us to withhold our Aid when your Affairs require it; but it has always " been with Reluctance that we have ſuffered the Army to paſs the Frontiers of our own Country, " becauſe the Loſs and Inconvenience attending it was certain; and although, joined with your " Forces, there is no Cauſe to fear the moſt powerful Efforts of our Enemies, yet the Events of " War are at the Diſpoſal of the Almighty; and the only Fruits which the moſt ſplendid Succeſſes " can afford us are, the Reputation of having maintained the Faith of our Alliance, in Oppoſition " to every Incentive of Self-Intereſt and Self-Defence. Thus circumſtanced, we are precluded from " deriving any Benefit from your Support; and ours can only afford you a Relief from preſent Dan- " ger, without any Proviſion of future Security. For theſe Reaſons, I have often wiſhed for a Per- " ſonal Interview with you, for the Purpoſe of removing Difficulties, and perpetuating the Alliance " with your Excellency on Terms more ſuitable to our mutual Intereſts. Your Excellency alſo hath " repeatedly expreſſed the ſame Inclination: I therefore write, that if your Affairs will at this Seaſon " admit of your giving me a Meeting, I will haſten to obtain it as ſoon as I am able, after the Re- " ceipt of your Letter in Reply to this; if otherwiſe, I muſt wait for it at ſome more diſtant Period, " as the Affairs of this Government will indiſpenſably require my Preſence at this Place after Three " or Four Months, and it is uncertain when I ſhall again have an Interval of Leiſure for ſuch a Jour- " ney. In the mean Time, your Excellency and the General are at a great Diſtance from the Province " of Corah, and the Affairs of that Province require the Preſence of a Perſon on the Behalf of the " Company, to regulate and take Charge of it, until it ſhall be hereafter determined in what Manner " it ſhall be finally diſpoſed of. I have judged it adviſeable to depute Mr. James Lawrell, a Gentle- " man of the Council of Calcutta, on this Service, and he will ſet out accordingly in a few Days, " which I hope you will approve."

The Allurement thus held out to the Vizier ſucceeded. He propoſed, in Reply, a Meeting with me at Benaris, which took place accordingly. I found him ſtill equally bent on the Deſign of reducing the Rohillas, which I encouraged, as I had before done, by dwelling on the Advantages which he would derive from its Succeſs; but objecting with great Force the Orders of the Company, reſtricting us from ſuch remote Schemes of Conqueſt; to which I therefore could not aſſent, without ſuch Conditions obtained in Return for it as might obviate their Diſpleaſure, and win their Sanction to ſo hazardous and unauthorized a Meaſure. I fear not to quote theſe Expreſſions, addreſſing myſelf to fair and unbiaſſed Judges, who will not infer my real Sentiments from the Style and Arguments of a Political Negociation.

I told him that the Company had drawn themſelves into great Diſtreſs by the enormous Load of their Military Expences, One entire Brigade being kept up for the ſole Purpoſe of maintaining a Connexion with him, ſince it was uſeleſs and unneceſſary to the Protection of our own Provinces. That if he wiſhed therefore to avail himſelf of our Aid, either in preventing, or even in repelling the Deſigns of his Enemies, he muſt firſt agree to bear a more equal Share of the Burden of this Expence, by paying the whole Charge of the Forces lent him for this Service, while they were ſo employed: To this, after much Contention, he aſſented; and the Sum of 210,000 Rupees, which the General computed to be the Amount of the Expence, was fixed as the Monthly Subſidy to be paid for the Brigade, whenever it ſhould paſs the Borders of the Province of Bahar, on his Requiſition. Having obtained this Point, which I conſidered in the Light of a perpetual Military Fund, I eaſily yielded my Aſſent to the Rohilla Plan, on the Stipulation of 40 Lacks for its Accompliſhment: 10 Lacks being deducted from his Firſt Offer, on Account of the Difference which had taken Place in the Subſidy.

This Agreement was no ſooner made than he ſuddenly repented, deſired to decline the War with the Rohillas till a more favourable Conjuncture, when he ſhould be leſs embarraſſed by other Engagements;

gagements; agreeing, however, to the Monthly Subsidy, whenever his future Occasions should oblige him to require the Aid of our Forces. Thus the Rohilla Plan remained rather suspended than wholly abandoned, although it was left optional in our Government to reject or assent to it on a future Occasion. Messrs. Lawrell and Vansittart, who were with me at the Time, and to whom I made a daily Communication, in Writing, of the Substance of every Conversation which passed between the Vizier and myself, will vouch for the literal Truth of this Narrative, as corresponding with what I then repeated to them; and I believe it will appear from it, that although I had not engaged the Government, by any express Obligation, to comply with any future Application of the Vizier to support his Pretension on the Rohillas, yet, as the most essential Article of the Treaty had originated from this Design, and had been yielded to in Consideration of my Agreement to engage in it, it would have been dishonourable to decline the Undertaking, when proposed under Circumstances as favourable to its Success, and the general Interests of the Company, as they were when I first offered to engage in it. Soon after my Return to Calcutta, the Vizier renewed the Proposal for invading the Rohillas, and repeated his Desire of engaging in it on the Conditions before agreed upon. A Variety of Arguments concurred to favour it at this particular Time, none to oppose it. The Marattas were so much occupied by their own Dissentions, that they could not even defend their Possessions in the Douab, much less were they likely to interrupt our Operations against the Rohillas: The King had no Means of Interference but by his General, Nudjeff Cawn, for whose Attachment we had stronger Security in his Interest, and in his Fear of his Rival, Abdul Ahed Cawn, than his Master had in his Allegiance. The Rohillas were too weak to resist so powerful an Attack; and as their Country was open and undefended, either by Defiles, Woods, or Fortresses, and in its greatest Extent did not exceed 200 Miles; its entire Subjection did not require any Length of Time.

To these Inducements, which apply only to the Success of the Undertaking, other Motives, equally powerful, engaged our Attention to it, as a Measure necessary to the Interests and Safety of the Company.

All our Advices, both public and private, represented the Distresses of the Company at Home as extreme.

The Letters from the Court of Directors called upon us most loudly for ample Remittances, and a Reduction of our Military Expences. At the same Time, such was the State of Affairs in this Government, that for many Years past the Income of the Year was found inadequate to its Expence; to defray which, a heavy Bond Debt, amounting at one Time to an Hundred and Twenty-five Lacks of Rupees, had accumulated. The Board had bestowed much Labour and Time in the Retrenchment of their Expences, but much remained yet to be done; and the Regulations which they had already formed, required Time to produce any visible Effect.

By allowing the Vizier the Military Aid which he required, a Saving of near One Third of our Military Expences would be effected during the Period of such a Service; the Stipulation of Forty Lacks would afford an ample Supply to our Treasury, and to the Currency of the Country; the Vizier would be freed from a troublesome Neighbourhood, and his Dominions would be made more defensible, while his Alliance with the Company subsisted, by being completely shut in between the River Ganges and the Mountains; and his Dependence on the Company would be increased by that Extension of his Possessions, as he himself was incapable of defending even his ancient Possessions without our Support.

For a more ample Discussion of these Arguments, I beg Leave to refer to the Consultation in the Secret Department of the 26th of November 1773; in which it was concluded, after a long Debate, to consent to the Vizier's Requisition. As a Precaution against any Effects which were to be apprehended from the Vizier's Irresolution, the Conditions originally accepted for this Engagement were dictated to him in the Form of a Letter to be written by him, in which a Clause was inserted, that whether the Country was conquered, or a Peace concluded between him and the Enemy, the Stipulation for the Payment of Forty Lacks should become equally due.

Of this Engagement I shall speak more hereafter.

On the 24th February 1774, the Second Brigade arrived within the Territory of the Vizier.—On 17th April, the United Forces entered the Borders of the Rohilla Dominions; and, on the 23d of the same Month, engaged and defeated the Rohillas, with the Death of their Leader, Hafez Rahmet Cawn. From that Period the Conquest of that Country may be dated, no material Opposition having been since made.

On the 6th of October, the War was finally concluded by the Treaty with Fyzoolla Cawn. Fifteen Lacks of Rupees, which he engaged to pay to the Vizier in Ready Money, were to be immediately appropriated to the Payment of Part of the Stipulation of Forty Lacks due from the Vizier to the Company; and we are informed, that the Vizier has returned with Expedition to Fyzabad, for the express Purpose of discharging the Remainder.

The Subsidy had been punctually paid to the End of September, by the last Advices received on that Subject from Colonel Champion, dated 24th October.

I now proceed to answer the Objections which have been urged against the Propriety of this Undertaking. These may be reduced to the following Heads:

1st. That it was contrary to the express, peremptory, and repeated Orders of the Company.

2d. That it was contrary to the repeated Declarations and Promises of the Board.

3d. That it was unjuſt.

4th. That it expoſed the Company to the Hazard of an indefinite or an endleſs War.

5th. That it might have involved the Company in a War with the Marattas, and may ſtill draw on us their future Reſentment.

6th. That by the Removal of a Third Part of the whole Military Eſtabliſhment to ſo great a Diſtance, our own Provinces were expoſed to Danger.

7th. That by aggrandizing the Vizier, it might render him a dangerous Neighbour, and deprive the Company of the Benefits of his Alliance.

8th. That it was reſolved on precipitately without a formal Treaty, the Conditions of it appearing only in a Letter from the Vizier, where they are looſely expreſſed, and liable to Evaſion.

9th. That the Condition which the Vizier expreſſes, that the Brigade ſhould never depart without his Permiſſion, was an Inſtance of Arrogance in him, and of an unbecoming Submiſſion in the late Adminiſtration, and might prove the Cauſe of their being detained for ever.

In the above Articles, I have not confined myſelf to the public Records, but have endeavoured to collect the Subſtance of all I have ſeen or heard upon this Side of the Argument, and have choſen to clothe it in my own Language; that which I have found prepared for me not being in every Inſtance ſuch as I allow myſelf to uſe, even in Retaliation of Perſonal Injury, much leſs in Application to Meaſures which immediately regard myſelf.

Vide Mr. Francis's Minutes entered in Conſultation of the 3d November.

I ſhall reply ſeparately to each.

First. I have read over with great Attention all the Letters which have been received from the Honourable Court of Directors ſince the Year 1769, and long ago abſtracted all the Paragraphs written within that Period upon the Subject of the Company's political Concerns, thoſe having been given me for my ſpecial Guidance in my Negociations with the Vizier the laſt Year at Benares.

General Letter, 11th May 1769, Par. 5 and 16. 30th June 1769, Par. 1 and 3.

I find nothing contained in any of theſe which expreſsly applies to the Caſe in Queſtion. I meet with Injunctions to avoid new Connections.

Inſtructions to the Commiſſioners, Par. 2.

" To endeavour to keep Peace in Bengal, and with the neighbouring Powers, and to confine " our Views to the Security and Tranquillity of Bengal; not to acquire further Poſſeſſions, but to " advert to the good Management of thoſe which we have; to incline to theſe few Chiefs of In- " doſtan, who are in a Condition to ſtruggle with the Marattas; to defend the King's Perſon, and " the Diſtricts of Corah and Allahabad, which is mentioned as an Exception to their limited Plan; " to make known to the Powers of India, that it is by no Means the Intention of the Company " to encroach upon their Neighbours, or to acquire an Extenſion of Dominion by Conqueſt: That " they regard with a jealous Eye the increaſing Power of the Marattas; and that it would be bad " Policy to take Part in any Operations, which might weaken the few remaining Chiefs, who are in " a Condition to oppoſe their Encroachments."

General Letter, 15th Sept. 1769, Par. 28.

But the following Extracts are ſo pointedly appoſite to the Subject, that I ſhall take the Liberty to quote them at large.

" It is with the moſt ſerious Concern we learn from your late Advices that the Incurſions of the " Marattas had ſpread ſuch a Terror and Deſpondence into the Minds of thoſe Powers which were " the remoter Barrier of our Poſſeſſions, that the Irreſolution and Timidity of the moſt potent of them " have given riſe to ſuch Succeſſes, as have encouraged the Marattas to invade the Dominions of " the King, and lay claim to Part of the Territory of Sujah Dowlah.

General Letter, 28th Auguſt 1771, Par. 45.

" But the Conduct of the Rohillas and Jauts is rather a Matter of Concern than Surprize to us, " as the King and Sujah Dowlah neglected that Occaſion to unite with thoſe Powers effectually to " repel the common Diſturbers of the Empire, and confine them within the Limits of their former " Poſſeſſions.

" To whatever Cauſes this general Timidity or Supineneſs may have been owing, we find our- " ſelves equally affected, and the Tranquillity of the Provinces endangered thereby; but as the " Projects of the King, or the Conduct of the Vizier, are at preſent too myſterious for us to decide " on the Motives of their Inactivity, and as we know not what Alliances may be formed to juſtify " us in carrying our Arms beyond the Bounds of their Dominions, we are prevented from propoſing " any preciſe Plan for your Guidance in this Reſpect; but ſhould your ſubſequent Advices enable " us to form a more certain Judgment of the Expediency of departing from the Plan we have laid " down, we ſhall communicate to you, by ſome early Conveyance, how far we may be diſpoſed to " carry our Arms beyond the Bounds of the Provinces, or the Territories of our Allies, and be- " come the Parties in an offenſive War.

" In the mean Time, we truſt your ſole Objects will be the Security of our Poſſeſſions, and thoſe " of the Powers with whom we are connected both by Treaty and Intereſt; and as this appears to " have been the Guide of your Conduct upon the Marattas invading the Province of Corah, we " with Pleaſure approve the Meaſures you have taken for defending the Dominions of the King " and Vizier from their Inroads and Depredations; more eſpecially, as thoſe Meaſures are not only " juſtified by Neceſſity, but are within the Line which we have preſcribed for your Conduct in ſuch " a Conjuncture."

" The Line of Neutrality is ſtill recommended, but the Board are authorized to depart from it " whenever the Intereſts of the Company ſhall be endangered, or ſhall materially require it."

General Letter to Fort St. George, of 24th November 1772, Par. 10.

The Directions promiſed us in the Letter of the 28th of Auguſt 1771, have never yet been ſent us, nor have we ſince received any further Lights to guide us on this important Subject, which I

preſume

presume to place to the Account of the Troubles which have embarrassed the Company at Home.

From the above Quotations, and the Consistency which strongly marks all the Orders on this Subject, I apprehend it will clearly appear, that the Principle primarily inculcated upon by the Honourable Court of Directors, respecting their Political and Military Operations, was to avoid the Extension of Territory, and this we have never attempted.

The Prohibition of Military Expeditions, undertaken beyond the prescribed Bounds of their own Provinces, and those of their Allies, on prudential and cautionary Motives, or other Causes independent of Territorial Acquisitions, is only to be inferred from the Tenor and Tendency of their Reasonings on the former Subject.

It is evident, that it was not from Institution that their Orders never expressed a Prohibition of this Kind, but that they rather avoided it from a Conviction that it might be sometimes dangerous; and because it would have been difficult to mark the Limitations of it.

This Conclusion I draw, not only from the Two last Paragraphs of their Orders, which I have quoted at Length, and which were dictated by the Experience of past Advices, and a more ultimate Consideration of the Subject, but even from their Orders so far back as the 30th of June 1769; in which, having declared against an Extension of Possessions in the First Paragraph, they add in the Third their Opinion, that the most prudent System they could pursue, and the most likely to be attended with a permanent Security to the Provinces, would be to unite all those "Chiefs of Indostan who yet preserve an Independence of the Maratta Power, and are in a Condition to struggle with them."

But in the Two last of the above Quotations there is no Occasion of logical Surmises to discover the Intentions of the Honourable Court of Directors; they tell us plainly, that it is their Wish "to confine their Views to the Security of their own Possessions, and those of their Allies; but that "they foresee the Necessity, in certain Cases, of carrying their Arms beyond those Bounds, and of "becoming Parties in an offensive War;" and they promise us an early Communication of their Instructions with regard to the Lengths to which they will allow this Doctrine to be extended. In their Letter to the Presidency of Fort St. George, they authorize them, in explicit Terms, "to observe no longer the Neutrality so heartily wished for by them, in case they should find it necessary for their Interests to depart from it." And it is not to be supposed that the Court of Directors would recommend one Line of Conduct for their Government of Fort St. George, and an opposite one for Bengal; much less that they would admit of such a Deviation from their former pacific Plan on merely Political Motives, attended with an heavy Expence, and yet prohibit it under Circumstances which, in Addition to the same Motives, have every Consideration of Economy to recommend it, with the Prospect of an Increase to their Finances, at a Time when their Distresses, both at Home and Abroad, so urgently required such an Increase, and their most peremptory Commands (as I have already observed) rendered it the First Object of our Attention.

I presume to affirm, both for myself and the other Members of the late Council, that no Period in the Company's Annals has been more evidently characterized by an exact Submission to their Commands, than that in which I have had the Honour to preside in the Administration; and for the Truth of this I dare appeal to the Honourable Court of Directors. But in Cases to which their Commands do not specially apply, to adopt such Measures as at the same Time approach nearest to the Spirit of their General Instructions, and tend most to the Advancement of their Interests, is the fairest Test both of our Obedience and Fidelity.

We might have suffered the Marattas, under Cover of the King's Grant, to take Possession of Corah and Allahabad, to have allied themselves to the Rohillas, or established themselves in that Territory, and lain with their Armies unmolested on the Borders of the open Country of our Ally, the Vizier, till they had completed every Preparation for invading it. Such a Forbearance might perhaps have been vindicated by the Plea, that the Company had promised, at the Distance of Two Years preceding it, to furnish us with their Instructions for a different Conduct; and that, wanting those Instructions, we took for our Rule their latest Orders on the Subject, which enjoined us to confine our Views to the bare Security of our own Possessions, and those of our Allies. This might have been a sure Way to guard our Characters against legal Imputation, although in Fact it would have been inconsistent with the Security required. But it is not by such cold and prudential Cautions that the British Name has acquired such a Lustre in India, nor that the British Empire in Bengal is likely to be perpetuated; neither is this the Conduct which the Company demands of us; their Orders are informed by a more liberal Spirit, and allow, in such Cases as are not reducible to fixt and invariable Positions, a discretional Latitude for the Zeal of their Servants to exert itself for their Security. I cannot better illustrate this, than by the following Extract of their General Letter, dated the 30th of June 1769. Paragraph 5. "We esteem ourselves bound by Treaty to protect the King's Person, and "to secure him the Possession of the Corah and Allahabad Districts. When we wrote, the 11th of "November 1768, we apprehended the Consequences of keeping the Brigade at Allahabad would "be creating in Sujah Dowlah a Jealousy that would involve us in fresh Troubles, having at that "Time no Cause to esteem him an Enemy; but, impressed as you were with an Opinion of his "hostile Intentions and growing Strength, at the Time of the Dispatch of the Valentine, we shall "not blame your Caution for deferring the Execution of our Orders for its Removal; nor shall we "at this Time attempt to give positive Directions for your Conduct, which in such critical Cases "ought seldom to be done, and in which the Situation of Affairs may be varied by unforeseen "Events, at the very Moment we are writing; but having given you, with as much Precision as

"possible

" ſible, a general View of the Syſtem by which we wiſh to have our Affairs regulated, we muſt " leave it to you to improve, to the utmoſt of your Power, every Opportunity of drawing towards " that Point; and whenever you think yourſelves obliged, for our Security, upon emergent Occa- " ſions, to adopt Meaſures of a contrary Tendency, you are to give us very full Reaſons for ſuch " a Deviation, and endeavour to return to the Path we have marked out as ſoon as Circumſtances will " admit."

The Second Objection is partly true. The Board have repeatedly declared, in their General Letters to the Court of Directors, their Intentions to adhere to the defenſive Plan recommended to them, and to confine their Military Operations within the Limits of the Vizier's Territories, and ſuch were their Determinations when thoſe Letters were written; but, at thoſe Times, they had not fully experienced the Inconveniencies which attended our Engagements with the Vizier in the Proſecution of that Syſtem, nor had the Remedy occurred which ſince preſented itſelf, in the Conditions offered for proſecuting the Rohilla Enterprize, and which has been ſucceſsfully applied. Our Treaty of Alliance obliged us to ſupport the Vizier, when his Poſſeſſions were threatened with Invaſion, at an heavy increaſed Military Expence, and the Exportation of our Currency with our Troops. For Three ſucceſſive Years theſe Inconveniencies had recurred, and it was impoſſible to ſay how often they might recur. At laſt an Occaſion took place, when, by a ſlight Deviation from the defenſive Plan, our Alliance with the Vizier might be converted into ſolid Advantages; the Employment of our Troops made to ſave near a Third Part of our Military Expences, and the Succeſs of their Operations to bring a large Flow of Currency, not only into the Company's Territories, but into their Treaſury; in effect, the very ſame Reaſons which before urged us to ſhun every Military Expedition, namely, the Expence attending it, and the Exportation of our Currency, now operated in the contrary Direction, and recommended the Employment of our Army for the Purpoſes of reducing our Expences, and adding to our Currency.

The preceding Argument reſpects only the general Subject of Foreign Expeditions. It has been urged alſo, as an Argument againſt the particular Caſe in Queſtion, that the Board, when they adopted the Meaſure of the Rohilla War, were themſelves convinced of the Impropriety of it, from the Declaration made by them repeatedly, in their Letters to the Court of Directors, of their Wiſh and Hope that it might not take Place.

Upon this I beg Leave to offer the following Reflections:

A Conſiſtency of Meaſures is difficult to be preſerved among a Body of Men, becauſe an accidental Majority may occaſionally decide for contrary Reſolutions; yet ſuch a Caſe has never happened at our Board. A Conſiſtency of Opinions is not to be expected: The Propoſition for the Rohilla War, after having paſſed the Select Committee, was debated for Three ſucceſſive Days in Council, in which the Board met, as I recollect, both Morning and Evening to diſcuſs it; no Two Members agreed exactly in Opinion, and it was difficult to reconcile them; at laſt they came to a final Agreement, to leave it to me to accommodate my own as nearly as I could to the collective Senſe of the Whole; which was done with much Management, and the Propoſition was agreed to in the Manner in which it ſtands in Conſultation 26th November 1773.

My Sentiments were the ſame invariably from the Beginning, as will be ſeen from my Report to the Board of my Proceedings at Benaris, and my Minute entered in the Conſultation above referred to. Private Letters are not commonly admiſſible as Authorities; but on this Occaſion I cannot produce a ſtronger, both of my own fixed Opinion from the Firſt Movement of this Propoſition, and of the Apprehenſion which influenced the Board, and, I confeſs myſelf alſo againſt it, than in the following Extract of a Letter which I wrote to a Gentleman in the Direction by the Firſt Diſpatch after my Return from Benaris:—" I was glad to be freed from the Rohilla Expedition, becauſe I was " doubtful of the Judgment which would have been paſſed upon it at Home, where I ſee too much " Streſs laid upon general Maxims, and too little Attention given to the Circumſtances which require " an Exception to be made from them. Beſides this, an Opinion ſtill prevails of the Vizier's great " Power, and his treacherous Deſigns againſt us; and I cannot expect that my Word ſhould be taken " as a Proof of their Non-exiſtence: On the other Hand, the Abſence of the Marattas, and the " weak State of the Rohillas, promiſed an eaſy Conqueſt of them; and I own, that ſuch was my Idea " of the Company's Diſtreſs at Home, added to my Knowledge of their Wants Abroad, that I ſhould " have been glad of any Occaſion to employ their Forces, which ſaves ſo much of their Pay and " Expences."

When the Meaſure was determined upon, and we had come to a general Agreement, I was averſe to introduce any new Subject of Debate, and therefore eaſily acquieſced in the Expreſſion of a Wiſh entertained by the Board, which might be conſtrued as inconſiſtent with the Reſolution we had taken. My Sentiments of the Propriety of the Expedition had undergone no Change; but I will not deny, that I felt myſelf influenced by the ſame Fears which operated in the other Members of the Council, that the Propriety of the Meaſure might not be ſeen in the ſame Light by our Conſtituents; which we knew, from the Temper of the Times, might not only draw upon us their ſevere Reſentment, but aggravate the Load of popular Odium which has of late fallen on their Servants; and, if I miſtake not, theſe Reaſons are aſſigned in expreſs Terms upon our Proceedings.

3d. The Engagements between the Vizier and the Rohillas, which have been already quoted, ſufficiently evince the Juſtice of the Attack upon them. They agreed to make him an Acknowledgment of 40 Lacks of Rupees upon certain Conditions—he performed thoſe Conditions; and they refuſed Payment of the Money they had promiſed.

4th. No Political Tranſaction can be mathematically demonſtrated to be totally free from Danger. The probable Advantages muſt be weighed againſt the probable Diſadvantages: When the preſent Meaſure was undertaken, there was every Reaſon to expect that it would be ſpeedily brought to an happy Concluſion; and the Event has proved that our Expectations were well grounded.

5th. The Marattas did not poſſeſs, nor had any Claim upon any Part of the Rohilla Country on the North of the Ganges, when we undertook to aſſiſt the Vizier in the Conqueſt of it. They might with much more Reaſon have attacked us for oppoſing them in their Deſigns on the Corah Diſtrict, of which they had obtained a Grant from the King; but in Fact, a timid Conduct would have been more likely to involve us in a War with them, than either of theſe Meaſures.

Had they been allowed to ſubdue the Corah Diſtrict and the Country of the Rohillas, the Vizier's Territory would have been open to their Incurſions; their numerous Horſe might have plundered it, in Spite of the Efforts of our Infantry, and their continued Ravages might have obliged him to come to an Accommodation with them, as was Once apprehended, on Terms which would have afforded them an eaſy Entrance into our own Provinces. In ſhort, we are much better ſecured againſt their Attacks than we otherwiſe ſhould have been; and the better we are ſecured, the leſs will they be diſpoſed to attack us.

6th. In Reply to this Objection, I will in the Firſt Place affirm, that, merely for the Defence of our own Provinces, Two Brigades upon the preſent Eſtabliſhment are ſufficient; a Third is neceſſary to add to our Influence amongſt the Powers of Indoſtan, to ſupport our Alliance with the Vizier, and to anſwer other Exigencies which may happen at a more remote Period of Time. Upon the late Occaſion, when the Rohilla Expedition was undertaken, our Apprehenſions of an Invaſion from the French had entirely ceaſed; the Diſſentions among the Marattas fully employed them at Home, and are mentioned among the ſecondary Inducements in Favour of the Undertaking; there was not other Enemy from whom we could have the leaſt Apprehenſion of Danger. Such was the Occaſion to be embraced for effecting our Purpoſe, by a temporary Employment of a Third Part of our Forces; and under ſuch Circumſtances (even without reckoning upon the Acquiſition which was the immediate Object of the Enterprize, to reduce the Company's Military Expences, by employing that Proportion of their Troops which was ſuperfluous for the Purpoſe of their own Defence) was a great and manifeſt Advantage; but when the ſtipulated Acquiſition of 40 Lacks, and the Political Advantages reſulting from the Meaſure, are ſuperadded, the viſionary Idea of Danger, which did not exiſt even in Imagination at the Time the Expedition was undertaken, can have no Weight as an Objection; eſpecially as, from our own Knowledge of the open and defenceleſs State of the Rohilla Country, we were morally certain that the Undertaking would ſoon be brought to an Iſſue. By our ancient Treaty with the Vizier, we are bound to aſſiſt him with our Forces within his paternal Dominions; and the Diſtance between their Borders and the remoteſt Part to which our Troops have marched is only 200 Miles. I will only add, that ſo long as no immediate Danger threatens our own Provinces, it is my earneſt Wiſh that One of our Three Brigades might conſtantly be employed with the Vizier, as well to ſave ſo large a Proportion of Expence to the Company, as to prevent the ill Conſequences of total Inactivity to our Army.

7th. The Addition of Territory acquired by the Vizier, inſtead of raiſing him to be a dangerous Neighbour, ſerves to render him more dependent upon us than before; as he has more Occaſion for our Aſſiſtance to enable him to maintain it, and to ſupport him againſt the Claims of other Powers. If his Increaſe of Wealth be an Object of Jealouſy, let it be conſidered how largely the Company ſhare in it. From September 1773 to September 1775 the Sums we have to receive from him, by our late Engagements, amount to 130 Lacks of Rupees.

8th. I have already remarked, that the Firſt Propoſition for the Rohilla War was made by the Vizier, in a Letter which I received from him in June 1773; that it was employed afterwards in the Negociations at Benares, as an Inſtrument for winning his Conſent to the Payment of the full Expences of the Troops employed in his Service; and that it was not finally reſolved on till the 26th November, after the moſt ample Diſcuſſion in the Select Committee and in the Council; it was not therefore precipitately reſolved on. It is true, that no formal Treaty was executed for the Conditions on which we were to aſſiſt the Vizier; nor did the Occaſion, which was only temporary, require it. The Multiplication of Treaties weakens their Efficacy, and therefore they ſhould be reſerved only for very important and permanent Obligations. The Form which was dictated to the Vizier for the Letter which was to deſcribe the Conditions of this Engagement, it is true, is not of itſelf ſufficiently clear; but it is explained by my Letter which accompanied it, and the Reference therein made to the Conditions which had been formerly propoſed at Benaris, as they ſtood in the Three Firſt Articles of the Draft which had been prepared for the Treaty before the Rohilla Expedition was ſuſpended. For the fuller Elucidation of the Subject, theſe Articles are here ſubjoined. The Two Firſt had been agreed to by the Vizier; to the Third he objected, wiſhing rather to engage for the Payment of the whole Sum at Once, when the Conqueſt was compleated. It is fortunate that the latter Mode was adopted; the Completion of the Conqueſt having been actually effected, and the Stipulation, although objected to by the Vizier when Firſt demanded, after the Defeat of the Rohillas, having ſince been acknowledged by him to be due.

The Three First Articles of the First Draft of the Treaty:

1st. "Whereas the Rohilla Chiefs, in the Month of June 1772, entered into a Treaty with the "Vizier, in the Preſence and with the Concurrence of General Sir Robert Barker, by which they "engaged to pay him 40 Lacks of Rupees for his Aſſiſtance againſt the Marattas, and which Treaty "they have treacherouſly broken; it is therefore agreed, that a Brigade of the Company's Forces "ſhall join the Vizier, and aſſiſt to puniſh them, and that he ſhall pay the Whole of it's Expence. "By a Brigade is meant Two Battalions of Europeans, One Company of Artillery, and Six Batta-"lions of Sepoys; and the Expence is ſettled at Sonaut Rupees 2,10,000 per Month. The Com-"pany's Troops ſhall not croſs the Ganges, nor march beyond the Foot of the Hills. The Vizier "ſhall retain as his own that Part of the Rohilla Country which lies on the North East Side of the "Ganges; but, in Conſideration of the Company's relinquiſhing all Claim to ſhare in the ſaid Coun-"try, although it is to be conquered by their joint Forces, the Vizier engages to make them an Ac-"knowledgment of 40 Lacks of Rupees, and in future to defray the whole Expence of the "Company's Troops, agreeable to the Date above-mentioned, whenever he has Occaſion for their "Aſſiſtance, notwithſtanding it is ſtipulated in the Second Article of the Treaty of Allahabad, "concluded by the Vizier and the Company on the 16th Auguſt 1765, that he ſhall pay only their "extraordinary Charges.

2. "The Vizier may retain the Brigade aforeſaid on the above-mentioned Terms as long as he "ſhall require it, unleſs it ſhall be neceſſary to recall it for the Defence of the Company's own Ter-"ritories; and he may employ them for the Protection of any Part of his Country; but they "ſhall be kept together in One Body, and not diſperſed on different Commands, except ſuch Detach-"ments as the Commanding Officer ſhall judge neceſſary in the Time of actual Service. He may "return the Whole or Part of the ſaid Brigade whenever he has no further Occaſion for their Services, "and he ſhall ceaſe to defray their Expences as ſoon as they ſhall enter the Province of Bahar. But "as the Company cannot riſk the Credit of their Arms, by allowing a ſmaller Force to remain with "the Vizier than Half a Brigade, it is provided that he ſhall either retain One Half of the Brigade, "or return the Whole. Upon their Diſmiſſion, they ſhall depart with all convenient Expedition; "and to prevent any future Diſputes from ariſing on this Subject, the Time of their March to the "Borders of his Province ſhall be computed at the Rate of 5 Coſs per Day, from the Place where "they commenced their March."

3. "The Vizier engages to pay the 40 Lacks of Rupees ſtipulated in the 1ſt Article by Monthly "Payments of 4 Lacks, to commence from the End of the Month Rabbee Ulluwull, or 10th June "1774: but ſhould any Accident (which God forbid!) oblige our Forces to retire from the Rohilla "Country, and prevent the Vizier from obtaining Poſſeſſion of it, the ſaid 40 Lacks ſhall not be "demanded."

9th. It was neither arrogant nor unreaſonable in the Vizier to require, that ſince his entire Depen-dance for the Succeſs of the Enterprize which he had projected, was on the Brigade of the Company's Forces, the Brigade ſhould not abandon him while he was engaged in it, nor while the Iſſue of it re-mained incomplete; nor can I deviſe any other Condition which would have removed his Apprehen-ſions. If the Board judged the Propoſition reaſonable, it certainly was not unbecoming in them to aſſent to it. It remains, therefore, to examine, whether it was reaſonable, and whether this Power granted to the Vizier was liable to Danger or Inconvenience.

I have already ſhewn, that the Removal of the Brigade to ſuch a Diſtance would not prove of Danger to our own Provinces, becauſe it was not wanted for their Defence; that it would be pro-ductive of no Inconvenience, becauſe it occaſioned an entire Suſpenſion of the Company's Payments during its Employment. It is not to be denied, that there are poſſible Caſes, in which it may be wanted for the Protection of Bengal; but theſe are out of the Reach of all Probability, and too re-mote to be quoted as an Objection to the preſent Engagement.

I am not apprehenſive that the Vizier will inſiſt on keeping the Brigade continually with him; my Fears are, that he may diſmiſs it; as there is every Reaſon to wiſh its Continuance with him, and none, no, not One, for its Recall. When the Brigade was formerly employed with the Vizier, and the Share of its Monthly Expences defrayed by him was only 30,000, and afterwards 1,15,000 Rupees per Month, he never ſhewed any Earneſtneſs for its Continuance with him beyond the Duration of the particular Service for which it had been wanted, but was ever ready to propoſe its Return; it is not likely, therefore, that he ſhould be more ſolicitous now for its perpetual Reſidence in his Country, at an Expence to him of 25 Lacks a Year, which he muſt pay, and which his Income, even with the late Additions to it, can barely afford.

He knows, that whenever he ſhall require the Preſence of the Brigade, it will be for our Intereſt to grant it; and he will therefore part with it when his own Occaſions, which in this Inſtance muſt be confined to the Defence of his own Dominions, no longer require it, that the Charge of its Maintenance may be ſhifted from his Account to the Company's; and that he may be ſubject to that Burden only when he is an immediate Gainer by it. This may ſuffice to ſhew the little Riſk we ran, had we abſolutely engaged the Brigade to him as long as he might chooſe to retain it: But in the pre-ſent Caſe (as I have already explained in the preceding Article) it was underſtood by both Parties,

and indeed is inſeparable from the Nature of the Engagement, and the original Conditions of our mutual Alliance, that we might recall it, if required, for our own Protection, not only without any Imputation of Breach of Faith; but (unleſs it was done in ſo precipitate a Manner as to defeat the Purpoſe of the Expedition) even without affording him a Pretext for refuſing the Payment of the 40 Lacks.*

Here I ſhall cloſe this long Quotation, and return back to the preſent Occaſion, only to collect all the ſcattered Materials to their deſtined Point.—I hope and truſt, that I have now proved to this Honourable Houſe, that the Rohilla War was not prohibited, but authoriſed by the Court of Directors; that it originated in Meaſures which were purely defenſive, and which were in Force before my Acceſſion to the Government; that my Share of it was warranted by the ſtricteſt Juſtice, in Retaliation of groſs Perfidy and Violation of Faith; that it was undertaken with every well-grounded Aſſurance of Succeſs; and terminated in great and permanent Advantages to the Eaſt India Company.

Anſwer

Anſwer to the Second Charge.

KING's TRIBUTE, and CESSION of CORAH.

THE Second Charge is divided into Two Parts—the ſtopping of the King's Tribute, and the Delivery of the Provinces of Cora and Illahabad to Shujah Dowlah. I do not find it neceſſary to take up much of the Time of the Honourable Houſe in my Obſervations on theſe Points. When Shuja Dowla invaded the Bahar Province in 1764, the King accompanied him; and on his Defeat at Buxar by Sir Hector Munro, he remained in the Poſſeſſion of the victorious Army. He had the Name of Royalty, but not the ſmalleſt Degree of Power. Every Province of Hindoſtan might acknowledge his Sovereignty, and ſtrike Coins in his Name, but none of them made him any Remittances for his Support, nor paid the leaſt Regard to his Orders. In this Situation he accompanied our Army to the Neighbourhood of Benaris, and there remained till we had completed the Conqueſt of Shujah Dowla's Dominions. The Palace of Illahabad was then aſſigned him for his Habitation; and at the Treaty of Illahabad in 1765, Lord Clive and his Council thought it proper, partly I believe from Humanity, and partly from Political Motives, to give him for his Support the Provinces of Cora and Illahabad, and a Tribute of 26 Lacks of Rupees from Bengal. I do not mean to deny the Validity of the Treaty of Illahabad, and I avow the Neceſſity of our adhering to it ſo long as the King remained under our Protection; but I have given this ſhort Narrative of his Situation, in order to ſhew, that by the Terms of the Treaty he was under Obligations to us rather than we to him, and that we were not bound by Ties of Gratitude to ſubject ourſelves to any Inconveniencies on his Account, more than our Engagements abſolutely required. It is not expreſſed in theſe Engagements, either that the Tribute ſhould be continued to him in whatever Situation he ſhould place himſelf, or that it ſhould only be paid him during his Reſidence at Illahabad; but certainly it would have been repugnant to Common Senſe to have paid it nominally to him, but really to the Marattas, to ſtrengthen them againſt ourſelves and our Allies.—This, however, is rather a Juſtification of the Court of Directors, than of myſelf. It is ſufficient for my Exculpation to ſhew that I acted in conformity to their Orders. In their Letter of the 11th of November 1768, they ſay, "If he (the King) flings himſelf into the Hands of the Marattas, or any other Power, we are diſengaged from him, and it may open a fair Opportunity of withholding the 26 Lacks we now pay him." When he actually did fling himſelf into the Hands of the Marattas, the Tribute was accordingly withheld: The Directors approved of its being withheld; and in their Letter of the 3d of March 1775, written, I imagine, with the Concurrence of His Majeſty's Miniſters, ordered, that "no further Remittances ſhould be made to him without their expreſs Permiſſion."

Secret Committee, 5th Report, N° 12.

Secret Committee, 5th Report, N° 46.

With reſpect to Cora and Illahabad, when the King granted them to the Marattas, we muſt either have let them fall into their Poſſeſſion—or have taken them to ourſelves—or kept them for the King—ceded them to Shuja Dowla: To have allowed the Marattas to poſſeſs them, would have been contrary to the Tenor of the Company's Orders for ſome Years before, and would have increaſed their Power, which was already riſen to an alarming Height, and would have endangered the Poſſeſſions of our Ally, which we were bound to protect.

Had we taken them to ourſelves, we ſhould have excited the Jealouſy of Shuja Dowla, to whom they had before belonged, and weakened our Alliance with him, which it was very much our Intereſt to preſerve and ſtrengthen; and we ſhould have been put to great Inconvenience in defending Countries ſo widely ſeparated from our other Poſſeſſions; for it ought to be remembered, that at that time the intermediate Province of Benaris did not belong to the Company.

To have kept them for the King would have expoſed us to the ſame Inconveniencies as the taking them to ourſelves; and we could not be under the leaſt Obligation to do ſo, when he had abandoned them in Oppoſition to the Advice and Remonſtrances of our Government, and had actually granted them to the Marattas. Had we adviſed him to throw himſelf into the Hands of the Marattas, and they had extorted this Grant from him, he might have had ſome Claim upon us for the Defence of them in his Behalf; but when he did it in Oppoſition to our Advice, whether he granted them to the Marattas voluntarily, or ſuffered them to be extorted from him, this Queſtion could make no other Difference, than that in the One Caſe we might have conſidered it as a Meaſure of Hoſtility, in the other, only as a Conſequence of his Imbecility; but in neither could we be bound to preſerve them

them for him. When he had thus alienated the Right, the Right ceaſed of courſe to be his; and the Queſtion of Right then lay only between the Marattas and ourſelves, and they were our Enemies.

I am charged, that is to ſay, the Council in their Inſtructions to me are charged, with an Inconſiſtency in having acknowledged the King's Right to reclaim the Diſtricts of Cora and Illahabad, if he ſhould make Overtures to renew his former Connection, and yet reſolving not to yield this Right, but in Return for the Surrender of another equally valid. This is no Inconſiſtency. We certainly ſhould have been entitled to ſome Retribution for the Repetition of a Grant which he muſt have owed entirely and excluſively to our Power; and with ſuch Good Faith did we deal towards him that we began the Buſineſs by informing him of our Intentions in his Favour, and by requeſting that he would ſend ſome Perſon to us to treat for the Reſtitution of theſe Provinces. He did not avail himſelf of this Offer, but left us with theſe Provinces an Incumbrance on our Hands, and with no other Expedient in our Power but that of making them over to the Nabob Shuja Dowla, the neareſt Ally of the Company, and the firſt Conſtitutional Servant of the Empire, to whom theſe Provinces had originally and recently belonged. Equally conſiſtent with theſe Sentiments is the Council's Letter of the 1ſt of March 1773, which was principally intended to notify our Reſolution of not relinquiſhing theſe Provinces to the Marattas; and it is peculiarly hard that not only my Actions ſhould be examined, but that every Expreſſion, whether of mine or of the Council's, ſhould be criticiſed as a Ground of Parliamentary Impeachment.

I have ſaid, that the only remaining Expedient, with regard to theſe Provinces, was the Meaſure we adopted of ceding them to Shuja Dowla. The Tenor of the Company's Letter of the 11th of November 1768, which I have already quoted, implies, that they would have been ſatisfied had we allowed him to take Poſſeſſion of them without any pecuniary Conſideration whatever. By the Agreement however, for 50 Lacks, we procured to the Company a material Aſſiſtance, at a Time when the Situation of their Affairs very much required it, and when they had urged us in the ſtrongeſt Terms to find out for them every poſſible Reſource. Shuja Dowla was anxious for the Poſſeſſion of theſe Provinces, not only for the Advantage which he might derive from them, but on a Point of Honour, as being Part of his ancient Dominions; and he eſteemed himſelf obliged to us for the Ceſſion of them, notwithſtanding the Price which he paid. Our Alliance with him therefore was ſtrengthened by the Senſe which he entertained of this Obligation, and ſtill more by the Neceſſity of our Aſſiſtance to ſupport him againſt the Claims of the Marattas to the ſame Provinces; which would make him look up to us as his natural Allies, and effectually preclude a Poſſibility of what had ſometimes been apprehended, an Alliance between him and the Marattas, to our Prejudice. It is true, a Part of our Army might be wanted to defend theſe Provinces when they were Shuja Dowla's, as well as when they were our own; but in the One Caſe we were only Auxiliaries, in the other we ſhould engage in the War as Principals;—in the One Caſe our Troops would only be wanted occaſionally, at his Expence, in the other they muſt be conſtantly ſtationed there at our own;—in the One Caſe their Expences would be defrayed by foreign Wealth, in the other they muſt be paid by Remittances from Bengal; for there is every Reaſon to believe, that in caſe of an Invaſion ſcarcely any Thing could have been collected from the Country. As to the Stipulation with Shuja Dowla being inadequate, I will only obſerve, that Mr. Lawrell, who was ſent to inveſtigate the Value, ſtates the probable Revenue, in peaceable Times, at Illahabad Rupees 22,09,416. 11. 10; that Shuja Dowla had a Claim to theſe Provinces as well as ourſelves; that it was with great Difficulty I could perſuade him to give ſo much as 50 Lacks; and that I am clearly of Opinion it would have been better to have given them to him for nothing than to have kept them ourſelves. Upon the Whole I affirm that the Meaſures objected to me in this Charge were perfectly conſiſtent with Juſtice; that they were productive of no One Inconvenience, but, on the contrary, were highly advantageous to the Company. I flatter myſelf that this will appear equally proved to the Judgment of this Honourable Houſe; but that at leaſt they will think me ſecured from Cenſure by the very full Approbation contained in the Company's Letter of the 3d of March 1775, with which I ſhall beg Leave to conclude what I have to ſay on this Subject; obſerving only that it does not ſeem very candid in my Accuſer to take particular Notice of the Company's Orders, which he aſſerts that I tranſgreſſed, and of their Diſapprobation with reſpect to the Rohella War, and totally to paſs over in Silence their Orders which I obeyed, and their entire Approbation on the Matters contained in this his Second Charge. The following are the Words in which the Company were pleaſed to expreſs themſelves on this Subject.

Secret Committee, 5th Report, N° 46.

32. "Having taken into our moſt ſerious Conſideration the Circumſtances which induced our "Preſident and Council to ſuſpend Payment of the Tribute to his Majeſty Shaw Allum, we muſt "declare that his own Conduct has rendered that Meaſure not only expedient but abſolutely "neceſſary.

33. "We have heretofore ſignified our earneſt Deſire to have his Majeſty accommodated, if "poſſible, with a ſuitable Reſidence within the Limits of Bengal, in order to avoid thoſe Evils "which we ſoon found would reſult from a continual Drain of the circulating Specie of the Pro"vinces; but, notwithſtanding we were aſſured that ſuch Reſidence would have been for the King's "real Advantage, yet, as his Majeſty diſcovered an Averſion to the Meaſure, we never abated in "our Attention to his Perſon, which is fully evinced by the regular Payment of the ſtipulated "Tribute. We thought it incumbent on us to lay our Sentiments before his Majeſty, but we "took no Steps whatever which could be conſtrued as intending to reſtrain him from acting "on the Occaſion as he ſhould think proper. It was, however, with deep Concern we obſerved "the

" the King's Views were ſuch as appeared to us altogether inconſiſtent with his Circumſtances: " inſtead of availing himſelf of a Situation ſo eligible as that which the Provinces might have af- " forded him, his Majeſty gave us early Proofs that nothing leſs than the Poſſeſſion of Dehly could " ſatisfy his Deſires; and the Meaſures adopted and purſued by him for that Purpoſe were utterly " repugnant to the Intereſts of the Company.

34. " The Junction of his Majeſty with the Marattas, the Defeat of his Army by their Troops, " and the Ceſſion of the Provinces aſſigned for his Support, were Circumſtances ſo alarming, that " it *became the indiſpenſable Duty* of our Preſident and Council to ſeize the Opportunity which then " offered for preventing thoſe Provinces from falling into the Hands of the Marattas, who were " not only become formidable to our Ally, Shuja ul Dowla, but were evidently aſpiring to univerſal " Conqueſt.

35. " Although the Provinces of Cora and Illahabad were reſerved to the King by the Treaty of " 1765, we can by no Means allow that his Majeſty acquired by this Treaty a Right to reſign them " into the Hands of our Enemies. As the Vizier of the Empire is the Firſt Officer under his Majeſty, " and as the Territories in Queſtion were formerly held by the Vizier, we cannot but be of " Opinion that our Servants acted with great Propriety in committing them again to his Management, " when it became abſolutely impoſſible for his Majeſty to hold them in his own immediate Poſ- " ſeſſion. And as the King had not only withdrawn himſelf from our Protection, and abandoned " the Countries aſſigned to him, but alſo continued, by his Preſence, to countenance the Depre- " dations of the Marattas, we fully approve the Reſolution of our Preſident and Council, under " theſe Circumſtances, to ſuſpend Payment of the Tribute to his Majeſty; as we think the general " Principles of Self-preſervation warranted them to withhold Reſources which, if ſent, they knew " muſt fall into the Hands of the Marattas, and which they had every Reaſon to believe would be " appropriated to the Uſe of their Army, and contribute towards enabling them to commit Hoſ- " tilities on our own Provinces, or on thoſe of our Allies.

36. " For the above Reaſons, we, upon the matureſt Deliberation, *confirm* the Treaty of Benaris; " and we alſo hereby direct that no further Remittances be made to the King, without our expreſs " Permiſſion firſt obtained for the Purpoſe."

In the Cloſe of the Charge I am again accuſed of Inconſiſtency, in having affirmed at one Time that " we held the Dominion of Bengal by the Sword, which I falſely declared the Source of Right, " and the natural Charter of Dominion;" and that at a later Period I had declared, " that the " Sovereignty of the Family of Shaw Allum is univerſally acknowledged, and that the Company " ſtill derives its conſtitutional Dominion from their oſtenſible Bounty." Any Opinions, however accurately agreeing with themſelves in their authentic Conſtruction, may be made to diſagree, and even to contradict each other, by the Mutilation or Omiſſion of the Parts which compoſed their Connexion: I affirm, as a Fact unqueſtioned, and unqueſtionable, that we derive our original Title to our Poſſeſſions in Bengal from the Sword alone. What additional Right the King's Phirmaun gave us, it is unneceſſary for me to examine. Thus much, however, I may be allowed to ſay, that it found us in Poſſeſſion, and that our ſubſtantial Poſſeſſion was never viſibly mended by it. And all that the ſubſequent Poſition aſcribed to me affirms, is, that the Sovereignty of the Houſe of Timur, though univerſally acknowledged, no longer exiſted in Subſtance, and that the Company had derived no more than the mere Form or Shadow of a Grant from it; that it derived its *conſtitutional* Dominion from its *oſtenſible* Bounty; that is to ſay, that it gave what it could, and that what it did give was a mere Name, though the Acceptance of the Intention might entitle the Donor to a Return of Kindneſs, where it could be given conſiſtently with our own Policy. Let the Whole of my Declarations, as they ſtand in the Two Minutes which have been oppoſed to each other in the Charge, be read at large, and they will be found to contain theſe Sentiments, and to be perfectly conſiſtent with each other.

I have paſſed by One Part of the Charge, becauſe it ſhifts the Ground of the Accuſation from me to my Employers, and in that Senſe of it invalidates all the reſt; but having done with all that related to myſelf, I now recur to this:—It is ſtated, " that the Eaſt India Company having on their " Part violated the Engagements, and renounced the Conditions on which they received, and have " hitherto held and enjoyed, the Dewanny of Bengal, Bahar, and Oriſſa, from the King Shaw Al- " lum, have thereby forfeited all Right and Title to the ſaid Dewanny ariſing from the ſaid Grant; " and it is free and open to the ſaid King to reſume ſuch Grant, and to transfer it to any other " Prince or State." I hope this Charge, as it ſtands againſt the Eaſt India Company, will appear to be clearly refuted in the preceding Arguments used in this Defence; for I have not reſted my own Juſtification ſimply on Orders received, but have equally endeavoured to prove thoſe Orders conſiſtent with Good Faith, ſtrict Juſtice, and ſound Policy. With reſpect to the Inference drawn at the Cloſe of the preceding Quotation, namely, " that the Company have forfeited all Right and Title to " the Dewanny ariſing from the ſaid Grant; and that it is free and open to the ſaid King to reſume " ſuch Grant, and to transfer it to any other Prince or State," I will confeſs that when I firſt read it, in that anxious Tenderneſs which a Senſe of wounded Honour felt from the laboured and voluminous Maſs of Accuſations that lay before me, its inſtant Impreſſion on my Mind was, that I had either uttered theſe Sentiments, ſo repugnant to my Duty as a Servant, and to my Loyalty as a Subject, or that they followed as an inevitable Deduction from ſome Expreſſions that I might have unguardedly made uſe of: Nor can I yet, notwithſtanding the Change of their Application, underſtand

 them

them to have been introduced into a criminal Charge againſt me, but for ſuch a Purpoſe, ſeen with all my Powers of Conjecture, I cannot deviſe any other which could be meant by it.

I rely on the Conſciouſneſs of my own undeviating Integrity, and on the Love which I bear to that Country in which it has pleaſed God to place me, to affirm that I never did or could entertain, much leſs expreſs, a Sentiment ſo abhorrent to my Principles as a Man, and to my Feelings as an Engliſhman; and if it can be proved that I have ever made Uſe of ſuch a Doctrine, to become the Advocate of any Prince or State upon Earth, in Oppoſition to my own, I will acknowledge that I deſerve to be puniſhed with Death, and my Name to be branded with Infamy.

Anſwer

Anſwer to the Third Charge.

BENARES.

PART IſT.

IT has been the Faſhion to give Hiſtories of Benares; but as far as I have had Occaſion to peruſe them in Reports of the Select Committee, or in anonymous Pamphlets, they are, for the greater Part, fanciful and unſupported. I ſhall here detail as much as I am acquainted by certain Knowledge of its former and preſent Situation, adopting, where I poſſibly can, the very Words of the Third Charge againſt me.

"The Territory of Benares is a fruitful, and has been "*(and is at this Day)*" an orderly, well-cultivated, and improved Province. Its Capital City may rather be conſidered as the Seat of the Hindû Religion than as the Capital of a Province." I am not certain of the Period at which it was annexed to the Mogul Empire; but it is clear, by the *Ayeenee Acberee*, that it was a Part of the Subah of Allahabad in Acber's Time.—Catrou (Page 119) mentions a Raja *Cawn* to have been ſubdued by Acber, whom I conceive to have been Raja of Benares. However, the ſame Ayeenee Acberee aſſerts, that Sultan Mahmood Ghaznavee (the firſt Mahommedan Invader of India) came to Benares in the 410th Year of the Hejira, above 750 Years ſince. After Acber, his Son Jehân Gueer was undoubtedly Maſter of it; and Daia Shekuh, the eldeſt Son of Shâh Jehân, Son and Succeſſor of Jehân Gueer, reſided a conſiderable Time at Benares in a Station of Authority, as we learn from his own Preface to a Book he compiled during his Reſidence there. Aurengzeeb, his youngeſt Brother, and Succeſſor to the Empire after Shâh Jehân, has effectually diſplayed to Poſterity the Power and Sovereignty which *he* exerciſed in Benares, with a ſavage Bigotry characteriſtic of his Temper and Policy, by a magnificent Moſque which he erected on the Scite (and even admitted into his Plan a conſiderable Part of the Edifice) of an ancient and moſt ſuperb Hindû Temple. This Moſque continues perfect to this Day, and with its high-bounding Minarets (which *he* alſo erected) overlooks the whole City. If Benares, in Acber's Time, was a Diſtrict of the Subah of Allahabad, it continued annexed to the ſame Province in the Time of Aurengzeeb, as we learn from Catrou (Page 362) it therefore never was conſidered a Capital of any conſiderable Kingdom, nor yet as a Province annexed to the *Subah of Oude*. Benares is a naked defenceleſs City, ſituated ſo near to the almoſt-impregnable Fortreſs of Chunar, that the Poſſeſſor of the *one* may at all Times be Maſter of the other; and this accounts for its having been annexed to the Subah of Oude, ſome Time ſince the Invaſion of Nadir Shah. Rajah Bulwant Sing, who reſided at Benares with ſome Degree of Authority (but who never had Permiſſion to coin Money, nor even the Adminiſtration of Criminal Juſtice in the City itſelf) when the Incurſions of the Shahzadah, now the King Shah Allum, firſt drew the Attention of the Engliſh to that Quarter; and, far from being a great Lord (or *any* Lord) of the Empire, he was a mere Dependant on the Nabob of Oude, *Shujah ud Dowlah*. He was originally Zemindar of a ſmall Pergunnah, called *Gungapoor* (by *Purchaſe*, not by *Inheritance*, for his Father, Munſeram, was *not* a Zemindar) yielding a Revenue of about £. 500 a Year. He had been patronized and employed by Sefdar Jung, the Father of Shujah ud Dowlah, and was gradually promoted to be *Aumil* or Collector of Benares and Gazipoor. He continued in that Capacity to the Day of his Death, and *never was Zemindar of either Diſtrict*. In the Year 1764, when Shujah ud Dowlah's Affairs were on the Decline, Bulwant Sing made Overtures to the Nabob of Bengal, Meer Jaffier, to join his Army with ſuch Troops as he could muſter. General Carnac, [illegible] commanded our Army at that Time, warned the Governor and Council of Calcutta of the Rajah's Perfidy; and ſo well were thoſe Gentlemen convinced of the Truth of thoſe Allegations, that on the 6th of November of the ſame Year, they wrote thus to Major Munro: "With reſpect to Bulwant Sing, *the double Part he acted in the Beginning of the War* ſufficiently warns us to put no Confidence in him; and therefore, if he has not already been permitted to join you, or you have entered into no Engagements with him, *we would have him diſpoſſeſſed of his Country, and his Perſon, if poſſible, ſecured.*"—— My Predeceſſors, it may be here obſerved, both in *Language* and *Conduct*, equalled at leaſt, or rather exceeded, every Thing of which I am now accuſed. I have ſaid that Bulwant Sing *never was Zemindar* of Benares or Ghazipoor; in Proof of this, I appeal to Bulwant Sing's own Propoſals to Major Munro, dated the 21ſt November 1764: "If you, Gentlemen, chuſe to poſſeſs yourſelves of Shujah ud Dowlah's Country, I will agree to hold the Sircars of Benares, Gauzipoor, Joinpoor, Bidigur, &c. on the ſame Terms as I hold them from Shujah ud Dowlah." Of *whoſe* Country were the Engliſh

Engliſh ſuppoſed to intend a Seizure?—*Of Shujah ud Dowlah's.* *Who* held the Four Sircars here mentioned?—*Bulwant Sing.* Of *whom* did he hold them?—*Of Shujah ud Dowlah.* By what Denomination are they deſcribed?—*As Parts of Shujah ud Dowlah's Country.* Every W[illegible] of the Propoſal proves that Shujah ud Dowlah was *Sovereign of thoſe Sircars*, and that a Seizure [illegible] Shujah ud Dowlah's Country neceſſarily include the Seizure of Benares, Gauzipoor, Jonpoor, Bidjigur, &c. Had Bulwant Sing poſſeſſed a ſeparate Territory, the Conqueſt of *Shujah ud Dowlah's Country* would not have been tantamount to *a Seizure of Bulwant Sing's*. Had *he* been *Prince*, or *Zemindar* of thoſe Provinces, he would naturally and of courſe have named them, in his Propoſals, "*my* Sircars," or "*my* Zemindarry;" and his *Arzee*, or Propoſal, muſt, according to the univerſal Cuſtom of the Country, have been ſigned by him "Zemindar of the Mahàls of Benares, &c. &c." Through that whole War, which terminated in the entire Defeat of Shujah ud Dowlah, Bulwant Sing's Conduct was alternately treacherous to his Maſter and to us. His Firſt Junction with us is acknowledged by the Court of Directors, in the Letter of the 26th of May 1768, to have been "*of ſignal Service* to us," and I do not deny it; but the whole Correſpondence of the Bengal Government in the Years 1764 and 1765 proves that he *never did us any other Service*: That he was a ſuſpected, a faithleſs, and a dangerous Ally; and that but for the Treaty made with him by the Commander of our Army, the Governor and Council would have "*ſeized his Perſon, and transferred his Diſtricts to another.*" (See 2d Report of the Select Committee, Pages 4 and 5, &c.) Bulwant Sing dying in Auguſt 1770, his Son Cheyt Sing ſucceeded to his Rights, as *Zemindar of Gungapoor*. The Appointment of Farmer or Collector of Benares and Gazipoor reverted of courſe to the Vizier his Sovereign: I muſt obſerve, that in the Tranſlations of the Perſian Papers, both of thoſe and the preceding Times, great Confuſion occurs, in the Application of peculiar and definite Terms, with a looſe and unguarded Signification; for in Twenty different Documents at leaſt, quoted in the Second Report of the Select Committee, Bulwant Sing's Farm or *Collection*, is ſtyled his "*Zemindarry.*" I need go no farther than the 5th Article of the Treaty of Illiahabad (ſee 2d Report, 10th Page): "His Highneſs Shujah ud Dowlah engages in the "moſt ſolemn Manner to continue Bulwant Sing in the *Zemindarries* of Benares, Gauzipoor, &c. &c.;" and in the 7th Article of the ſame Treaty, it is reſolved "*to reſtore to his Highneſs the Country of Benares*, "and the other Diſtricts now *rented* by Bulwant Sing:" *Both* of theſe Aticles *cannot* be admitted in their true and literal Senſe. If the *Zemindarry* belonged to Bulwant Sing, he could not be ſaid to *rent* it, he paid Tribute only. If the Country did not *belong* to Shujah ud Dowlah, it could not be *reſtored* to him. In ſhort, the Word 'Zemindarry' is uſed by our Tranſlators in a lax Senſe, to ſignify *Diſtrict* or *Province*: This is evident from the Letter of the Bengal Government to the Court of Directors of 11th September 1770 (ſee 2d Report, 10th Page): "In our former Letter, Gentlemen, we expreſſed our Sentiments of the Conſequence it was to your Affairs, that the *Succeſſion* to "the Zemindarry of Benares ſhould *continue in the Family*; *but that it was a delicate Point to accompliſh with the Vizier.*"—Why was this a *delicate Point?* The Third Paragraph of Mr. Burke's Third Charge, *peremptorily* ſtates, that on the Death of Bulwant Sing "his Son Cheyt Sing *ſucceeded* to his Rights and Pretenſions." The *Delicacy* of the Point conſiſted preciſely in the *Want of Right*, for had Bulwant Sing been real and hereditary Zemindar, the Succeſſion would have gone to his Son *of courſe*, there being in India no ſuch Cuſtom as Diſinheritance: *This Circumſtance* proves alſo, that Bulwant Sing was *not* the *Zemindar*; for in that Caſe it muſt have devolved to *him* by Inheritance: Inſtead of which, he writes to Rajah Shitabroy (ſee 2d Report, Page [illegible]) "If it is "the Intention of the Engliſh Gentlemen to take Poſſeſſion of Shujah ud Dowlah's Dominions, I "will agree to hold Benares and Gauzipoor, &c. *which have long been under my Juriſdiction*, on the ſame "Terms from the Company as I did from Shujah ud Dowlah." *Here* was preciſely the Place to have pleaded his *Right of Poſſeſſion*, and his *Title by Inheritance*: Inſtead of which, he only ſays, thoſe Places had *long* been under his Juriſdiction, which (if *any* Meaning be annexed to the Words) muſt imply that they were not *always ſo*. I muſt quote another Part of this Bengal Letter of 10th September 1770 (2d Report, Page 11): "A jealous, ſuſpicious Diſpoſition of the old Rajah, "aſſiſted by the Diſtruſt of their own Children, inherent in the Minds of the People of this Country, "may *poſſibly* have been the Reaſon why the Son was not included in the Treaty of 1765; *for had* "*he expreſſed a Wiſh to ſecure the Zemindarry in his own Family*, a Doubt can ſcarcely be formed, "&c."—But ſuſpicious, *probably*, of the Conſequences that *his Son*, "*ſhould think he had a Right to* "*the Succeſſion*, his whole Aim ſeemed to center in Self-Security, without the leaſt Attention to the "Good of his Poſterity."—I anſwer, every Word of this, if it be really applicable to Bulwant Sing's State of Mind, proves beyond a Doubt, that *he was not the Zemindar*; for, *as Zemindar*, his Son muſt have ſucceeded, in the Language of the Charge itſelf, and it was a Matter perfectly indifferent to the State of the Caſe, whether Bulwant Sing expreſſed or did not expreſs his Wiſhes on that Head: But if he really were "*ſuſpicious of the Conſequences that his Son ſhould* THINK *he had a* RIGHT *to the Succeſſion*," it is demonſtrable that he knew the Son to have *no Right*; for had he a Right, Bulwant Sing could neither ſuppreſs a Knowledge of it from his Son, nor controvert its Effects. It would have been a clear, entailed, hereditary Eſtate, of which it was mutually indifferent to the Father and to the Son what each might ſeparately *think*.—When Cheyt Sing, by the Influence of the Company, was confirmed in the Place which his Father had held as Farmer or Collector for the Vizier, he paid, as a Gift or Nuzzeranah, a Sum amounting to nearly 200,000 Pounds, and increaſed his Rent near 30,000 Pounds per Annum; "by which," (Mr. Burke ſays) "he became a *Purchaſer*, for "valuable Conſiderations, of his Right and Inheritance in the Zemindarry aforeſaid." I do not profeſs to underſtand *how* a Man can be ſaid to *purchaſe* of another that which the other *has no*

to sell. To the *Rights*, the Charge expresly declares Cheyt Sing to have *succeeded* by the Death of his Father: The Inheritance itself is that very Right; so that Cheyt Sing purchased what he had already; and the actual Functions of his Office, the Collection of the Rents, and the Government of the Districts, &c. were obligingly thrown into the Account. But why did the Vizier exact £.200,000 on the Death of Bulwant Sing?—Assuredly because, as Sovereign of the whole Country, he possessed and exercised the Right of *levying Fines*, and that to an arbitrary Amount, as appears by the 2d Report of the Select Committee. I know not how we can deny the Existence of many *despotic Principles* in the Mogul System of Government; but wherever *those* exist the *Powers* of the Prince will be every Thing, and the *Rights* of the Subject nothing. Shujah ud Dowlah *fined* Cheyt Sing £. 200,000, and £. 30,000 per Annum; which, at only Ten Years Purchase, is £. 300,000; in all £. 500,000 for the mere Investiture of what in the Charge is stated to be his *Right of Inheritance*. I, who was vested by my Station with exactly the same Powers as were exercised by Shujah ud Dowlah, never thought of a *greater Fine* as a Punishment for the most flagrant Offences. Cheyt Sing *succeeded of course to his Father's Treasures* (See Lieut. Colonel Harper's Evidence, Appendix to 2d Report) not by any Permission of the Vizier, not by any Intermediation of his Friends, but by *Right of Inheritance*. *Are there Two or more Species of Rights of Inheritance?* All that the Father could call his own came to the Son; what he held of his Sovereign reverted to its Owner. The Dignity, the Power, the Profit consequent on the Government, were Matters which the Vizier had a Right to sell, and which Cheyt Sing might have a Preference in purchasing, if the Two Parties could settle their Terms. Bulwant Sing had saved great Sums of Money out of his Government, by Colonel Harper's Evidence, it was therefore an Object to Cheyt Sing to succeed to his Father's Lease, even on Terms somewhat less advantageous. The Government, or Lease (or by whatever other Title of Possession Bulwant Sing had exercised Authority in Benares) was, at the Father's Death, procured for the Son; and as the General Letter from Bengal, dated 31st October 1770 (See 2d Report, Page 11th) expresly states, Cheyt Sing was "considered by the Vizier as holding that Country *on the* "*same Terms* as his Father." Bulwant Sing, I have proved above, held only *in Capite*; the Son therefore, at this Time, held only *in Capite* also: And Colonel Harper, who acknowledges that Bulwant Sing had but *a Life Interest* in the Lands, must be mistaken, where, in quoting from Memory, he gives Evidence, that "the Sunnud to Cheyt Sing was granted *to him and his Heirs*." It is allowed on all Sides, that the *Letter of the Treaty* of Allahabad *did not extend to Bulwant Sing's Heirs* (see 2d Report, Page 12th). The Vizier therefore was perfectly justifiable in refusing to acknowledge it farther; and in my Deputation to Benares, in 1773, I procured a new Treaty, for the expres Purpose of settling this Point to Cheyt Sing's Satisfaction. It may be remarked, that all the governing Powers of Hindostan are extremely averse to any Treaties or Agreements which are declared to be *binding on Posterity*; and I have had frequent Difficulties in many Negociations with the native Princes on this Head; they have always pleaded "that it was against the Custom "of their Country." It must be admitted, that the Council in 1773 conceived *some* Doubts to exist *somewhere* respecting the Validity or the Extent of the First Stipulations in Behalf of Cheyt Sing, or they would not have empowered me to *renew* them. And I am warranted in having declared in my Narrative, "that Cheyt Sing obtained from our Influence, *exerted by* myself, the First legal "Title that *his Family* ever possessed of *Property in the Land*, of which he, till then, was only the "*Aumil*, and of which he became the acknowledged *Zemindar*, by a Sunnud granted to him by the "Nabob Sujah Dowlah, *at my Instance*, in the Month of September 1773." The Father was no more than *Aumil*, as I have amply proved; on his Decease the Son precisely succeeded to his Rights and Pretensions, as the Charge states—*he* therefore became *Aumil*; and if he ever was Zemindar, it could only be derived from the Sunnud of 1773. In 1774 the Majority of the new Council General adopted, in the Case of Shujah ud Dowlah's Son, the System formerly supported by Shujah ud Dowlah in the Case of the Son of Bulwant Sing. *They decided* that the Treaty made with the *Father* did *not* bind them with respect to the *Son*. In *both* Cases my Opinion had been uniform and consistent. In 1770 I thought that the Agreement made between Shujah ud Dowlah and Bulwant Sing was virtually in Force, though one of the contracting Parties was dead, and that Cheyt Sing stood precisely in the Place of his Father. In 1774, I thought that the Treaty we had entered into with Shujah ud Dowla continued to bind the Company; and that his Son, Asoph ud Dowlah, had in every Respect succeeded to his Father's Engagements, as well as his Dominions. In both Cases my Judgment has been unfortunate; the latter, however, procured the Company a large Addition of Territory and Revenue, on the Appropriation and Management of which, as the Majority of the Council decided *against my Opinion*, their Sentiments alone, and *not mine*, are to be considered in whatever relates to the Transaction. I must therefore *except* to the Use made by Mr. Burke, and to *any* Use whatever being made, of any Minutes delivered in Council *by me* on that Occasion, as those Minutes were no Part of the Cause or Motive on which the Majority acted; and therefore, as far as any Good or Evil arose out of the Act itself, I am totally unconnected with it. General Clavering, Colonel Monson, and Mr. Francis, in their Minute of 7th December 1775 (see 2d Report, 23d Page) fully acquit *me*; "the Measure," (they say) "is strictly and exclusively *ours*. The "original Plan was *opposed in every Step by the Governor General* and Mr. Barwell." Upon the same Principle I solemnly disclaim all Connection with, and even all Knowledge of, any "improper and "fraudulent Transactions with regard to the Symbols of Investiture which ought to have been given "to the Rajah; and the Form of the Deeds by which the said Zemindarry ought to have been "granted," as stated in the 13th Article of the Charge. I am not responsible for the Acts of the Majority, nor for the Acts of Mr. Fowke, *their* Resident at Benares, who acted wholly under their

Authority,

Authority, and over whom I had not the Shadow of an Influence; I was at that Time but a Spectator of what was doing, a mere Cypher at the Board.

If there were any Miſtakes in the Modes of Inveſtiture, or the Forms of the Deeds, they were without my Concurrence; and as I cannot even now conceive what Purpoſe ſo pitiful an Artifice could be ſuppoſed to anſwer, I will poſitively aſſert they could not be *fraudulent*. Mr. Francis, who is the ſurviving Member of that Majority, "*to which the Meaſure ſtrictly and excluſively belonged*," is alone amenable for every Part of it, for its *Informalities*, as well as for its Merits, for any "*complicated, artificial, and fraudulent Management*," that might take Place in the Courſe of its Execution, as well for the Grounds on which it was propoſed: For my own Part (after diſclaiming all Pretenſions to any particular and excluſive Duty on me to attend to the due Inſertion of all Tranſactions on the Company's Records, which Duty I conceive to be that of the *Secretary* under the Direction of thoſe who had the Authority), and alſo after profeſſing moſt religiouſly that I did never, either directly or indirectly, procure the Omiſſion of a Syllable of any public Document whatever, which ought to have been tranſmitted to the Court of Directors), I do moſt ſolemnly affirm and declare, that *I did not*, at the Time ſpecified, meditate to make *any evil Uſe whatever* of the Deeds which are ſtated to have been withholden from the Company;—that I did *not* (until the very Day when I firſt read it in the Charge) know that ſuch Deeds had been withholden, and that I ſhould at all Times have loathed and ſpurned at the very Idea of grounding any Meaſure of mine on ſo ſhallow and baſe a Manœuvre; I may be allowed to add, that while the Counterparts of the Deeds exiſted, all Concealment on our Side was equally ridiculous and ineffectual; it is an invariable Form, that the Cabooleat, or Agreement with the Zemindar, is always Word for Word the ſame as the Potta or Leaſe. After all, I have been combating with a Shadow, for what were theſe Deeds which were ſuppreſſed? The only Deed or Inſtrument of Cheyt Sing's Inveſtiture was the *Sunnud* or Charter, and the Potta or Leaſe, which are expreſſed in the Charge to have been regularly made out, and tranſmitted; I know of no other. *No Sunnuds* ever were ſent to the Court of Directors, nor any Papers in the original Language.

PART II.

I MEAN to *prove fully*, in its proper Place, that I never gave Permiſſion to any Agent to reſign for me the Office of Governor General, I can here only *aſſert* it; but when General Clavering attempted to aſſume the Chair which I had *not* vacated, I was warranted in ſupporting my Authority by every Means in my Power: I was warranted in ſtyling him "*my Opponent*," and warranted in treating every miſplaced Mark of Homage to *him* as a Perſonal Diſreſpect to myſelf:—When, therefore, I affirmed that Cheyt Sing had deputed an Agent, with an expreſs Commiſſion to compliment General Clavering on his Acceſſion to the Government, I affirmed a Fact certainly criminal and offenſive to the Company's Government, inaſmuch as it was an officious and premature Interference on the Part of the Rajah, pregnant in itſelf with very great Diſadvantages to the due and orderly Adminiſtration of Affairs, and deeply injurious, by the Example it held out to others, for taking Part in the Diſſentions which at that Time harraſſed our Councils. In Cheyt Sing's Caſe it was particularly obnoxious, becauſe all Correſpondence with *him* (as with other native Powers) was by the Company's Orders conducted through the Medium of the Governor General; the Rajah, therefore, had no Right, no Pretext, for paying ſuch a Compliment to General Clavering, until his Acceſſion to the Chair had been notified *in Form*; nor can it be urged, in the preſent Inſtance, that ſuch Notification was duly made; for, granting (as I believe I may) that General Clavering had iſſued, in his aſſumed Character of Governor General, Information to that Purport, Cheyt Sing had a Vakeel in Calcutta, whoſe expreſs Buſineſs it was to ſet his Maſter right, and for that Purpoſe he might have had, *and had*, at all Times free Acceſs to my Houſe and Apartment; and *I* alſo cauſed immediate Official Diſpatches to be ſent off to the different Country Powers, to aſſure them of my Continuance in Adminiſtration. I urged this Act of the Rajah *at the Time it took Place*, and *I now urge* it, as a Proof of the Readineſs which he ſhewed to foment, or even to take Part in any Diviſions of our Government; it always appeared to me indecent with reſpect to *my* Office, unjuſtifiable with reſpect to *his* Situation, and a Proof of his rooted Diſaffection to the Engliſh Adminiſtration. Whether or not *I Perſonally* forgave him, is of no Conſequence: I never ſought to puniſh him but on *public Grounds*. And had he faithfully diſcharged his Duty to the Company, he would never have heard a Syllable of my Reſentment. Implacability to my Inferiors is no Part of my Character. I am accuſed "That having obtained, in my Caſting Vote, a Majority in "Council on the Death of Sir John Clavering and Mr. Monſon, I did ſuddenly, and without any "previous general Communication with the Members of the Board, by a Minute of Conſultation "of the 9th of July 1778, make an extraordinary Demand, namely, that the Rajah of Benares "ſhould conſent to the Eſtabliſhment of Three regular Battalions of Sepoys, to be raiſed and maintained at his own Expence." I anſwer, that on the 6th of July *at Night* a Packet was received from Mr. Baldwin at Cairo, with an Account (deemed fully authentic by the whole Council) that War had been actually declared and commenced between Great Britain and France. It was my Duty to propoſe Meaſures in Conſequence of this Intelligence, *without Loſs of Time*. Accordingly, on the 9th of July, after an Interval of only Two Days, I gave in at the Council Board a Plan of *General Increaſe* for our Military and Marine Eſtabliſhments, to meet the Exigencies of the Moment. Every Member of our Government felt the Neceſſity of the Meaſure, and we were for Once unanimous. My Propoſitions, which embraced every Part of the Company's Dependencies on that Side of India, could

could not, without glaring and very ſuſpicious Partiality, have omitted the Territories of Cheyt Sing. I allotted what I thought (and *ſtill think*) a very moderate Portion of the newly-incurred Burthen of the War to him: Had my Colleagues been of a different Opinion, they might have propoſed a Modification, or a total Exemption. They did neither. While they admitted the Neceſſity of the actual Demand, they did *not* object to the Sum: And the *Deciſion of future Right* (on which there appeared ſome Shadow of Heſitation) *was*, by General Conſent, *referred to our Superiors* (ſee 2d Report, 26th Page). On this Right our Superiors *did never decide* while Cheyt Sing continued at Benares, though our Minutes on the Subject arrived in London the 12th of April 1779.—*Their Silence had all the Effect of Acquieſcence.* The Rajah is ſaid to have aſſerted, that I had promiſed this Exaction ſhould continue *but for One Year, and ſhould not be drawn into Precedent.*—I now moſt ſolemnly declare, *that I never made any ſuch Promiſe*; and that I had effectually precluded myſelf from making it, the Minutes themſelves will teſtify, for in our Firſt Debate on the Subject, I agreed to add to my original Motion for raiſing the Troops the following Words, "and *to be diſbanded at the End of the War*" (ſee 2d Report, 26th Page). After this, I muſt have affected a Spirit of Prophecy, to pretend that the Demand ſhould exiſt *only for One Year*. The War continued in 1779, and the Demand was accordingly renewed. It met with Prevarication, Excuſe, and Procraſtination on the Part of the Rajah. On the Third Year his Delays grew ſtill more perplexing, and indicated the ſtrongeſt Signs of determined Diſobedience. See all the Bengal Conſultations of that Period, as exhibited in the 2d Report of the Select Committee. By this Time I conſidered myſelf as *acting on the ſtricteſt Grounds*. The Letters from our Superiors, in Anſwer to thoſe of the Two preceding Years from us, contained no One Sentence which could be deemed a Diſapproval of our Tranſactions with the Rajah of Benares. As the Subject had been fully and repeatedly before them, it was impoſſible to ſuppoſe they had overlooked it. *With my Hands thus ſtrengthened by the implied Approbation of my Employers*, as the Exigencies of the War grew daily more preſſing, I moved in Council, "That Cheyt Sing might "be required to furniſh ſuch Cavalry as he could ſpare, with an expreſs Declaration to him, that "they ſhould be returned at the Cloſe of the War:" and this was done by the Advice and Recommendation of Sir Eyre Coote. The Rajah certainly maintained a conſiderable Body of Cavalry. *He admitted Thirteen* hundred, and I know they were many more. In the War with the Rohillas he furniſhed Five hundred to his then Sovereign, Shujah Ud Dowlah (ſee Supplement to 2d Report, 12th Page) and General Clavering would have recommended to him to keep up *Two thouſand: This* was the Number I demanded; but on his repeated Repreſentations, I gradually lowered my Requiſition to *One thouſand*. He acknowledged to have *Thirteen hundred*, and yet offered but *Five hundred* to the Company. My Patience was exhauſted by ſuch repeated Acts of Contumacy, and I determined (I repeat it) to convert them into an Advantage for the Company's Affairs. I conſidered the Light in which ſuch Behaviour would have been viewed by his native Sovereign, and I reſolved he ſhould feel the Power he had ſo long inſulted. Forty or Fifty Lacks of Rupees would have been a moderate Fine for Shujah Ud Dowlah to exact; he who had demanded 25 Lacks for the mere Fine of Succeſſion, and received 20 in Hand, and an encreaſed Rent tantamount to conſiderably above 30 Lacks more! And therefore I rejected the Offer of Twenty, with which the Rajah would have compromiſed for his Guilt when it was too late. If I ever talked of ſelling the Company's Sovereignty over Benares to the Nabob of Oude, it was but *in terrorem*; and no ſubſequent Act of mine warrants me to have ſeriouſly intended it: If I ever threatened to diſpoſſeſs the Raja of his Territories, it is no more than what my Predeceſſors (without Rebuke from their Superiors, or Notice taken of the Expreſſion) had wiſhed and intended to have done to his Father, even when the Company had no Pretenſions to the Sovereignty of the Country; it is no more than ſuch a *legal Act of Sovereignty* as his Behaviour juſtified, and as I was juſtified in by the Intentions of my Predeceſſors. If I pretended to ſeize upon his Forts, it was in full Conviction that a Dependant on the Company, guaranteed, maintained, and protected in his Country by the Company's Arms, had no Occaſion for *Forts*, had no Right to them, and could hold them for no other than ſuſpected and rebellious Purpoſes: None of the Company's other Zemindars are permitted to maintain them; and even our Ally, the Nabob of the Carnatic, has the Company's Troops in all his Garriſons; Policy and Public Safety abſolutely require it. What State could exiſt, that allowed its inferior Members to hold Forts and Garriſons, independent of the ſuperior Adminiſtration?—It is a Soleciſm in Government to ſuppoſe it.

PART III.

I REMOVED Mr. Fowke from Benares on Political Grounds, againſt the Orders of the Court of Directors, becauſe I thought it neceſſary that the Reſident there ſhould be a Man of my own Nomination and Confidence; I avow the Principle, and think no Government can ſubſiſt without it. The Puniſhment of the Rajah made no Part of my Deſign in Mr. Fowke's Removal, or Mr. Markham's Appointment, nor was his Puniſhment an Object of my Contemplation at the Time. I removed Mr. Fowke, to appoint Mr. Markham; an Appointment of my own Choice, and a Signal to notify the Reſtoration of my own Authority, as I had before removed Mr. Fowke, and appointed Mr. Graham, for the ſame Purpoſe.

The

The Charge adds, "It was ſoon after that I prepared for a Journey to Benares." This is not true:—The Interval of Time is evidently ſhortened, for the Purpoſe of forcing the Inference before drawn from my Appointment of the new Reſident. This Appointment was made early in February, and I left Calcutta in July.

I deny that the Deſign of exacting a Penalty from Rajah Cheyt Sing for his contumacious Behaviour, was either "wicked" or "perfidious," as is ſtated in the Charge. I admit that I did not enter it on the Conſultations, becauſe it was not neceſſary; even this Plan itſelf of the Fine was not a fixed Plan, but to be regulated by Circumſtances, both as to the ſubſtantial Execution of it, and the Mode: Nay, I will aver, that I had drawn up a Review of our whole Political Connexions, extended even as far as Guzzerat, and given a Copy of it to Mr. Wheler, containing a Variety of Modes, from which I meant to draw ſome Relief of Alliance, Power, or Finance, to ſave them from the Ruin which was accumulating around them; and this Plan of the Fine, as I recollect, made a Part of it. But was it neceſſary, as an Official Obligation upon me, or would it have been prudent that I ſhould enter upon our Conſultations every ſpeculative Reſource to which the Exigency of our Affairs might eventually compel me to have Recourſe? And was I precluded from availing myſelf of any ſuch Reſources, when the Occaſion required them, and the Means were afforded me, becauſe the Deſign of them had not before been entered on our Conſultations? In what Part of the Company's Standing Orders, nay, I may add, in what Code of Common Senſe, is ſuch a Rule preſcribed to me? In this Charge I am blamed for "the long Concealment, and late Communication of this Intention (viz. "of the Fine) Time not being allowed to my Colleague to conſider the Nature and Conſequences of "ſuch a Project, or to adviſe any Precaution concerning the ſame." The Grounds on which this Charge is founded are, that although I communicated my Intentions to Major Palmer in June, it does not appear that I communicated them to Mr. Wheler till the Eve of my Departure. It is ſuppoſed that the Eve means the preceding Night: Aſſuredly it will admit of a larger Conſtruction. From my Recollection, at this Diſtance of Time, I will venture to affirm, that my Intentions were communicated to Mr. Wheler *ſome Weeks before my Departure*; I believe I may ſay, almoſt as ſoon as they were formed, for I was then in the Habit of the moſt confidential Intercourſe with him; nay, I think it probable, that they were communicated to him even before they were to Major Palmer, as that Gentleman arrived in Calcutta only a very ſhort Time before my Departure, which was on the 7th of July. I avow my Intention of fining Cheyt Sing Fifty Lacks. *This* was the "Improve-"ment of the Intereſt which the Company poſſeſſed in the Zemindarry," alluded to in my Minute on the Occaſion. And as I own myſelf not to have foreſeen Cheyt Sing's Flight or Rebellion, I *did* conceive it poſſible to have formed an Arrangement of this Kind "*with* the Rajah," and it was certainly "fit and conſonant to the mutual Engagements *ſubſiſting between the Company and the Rajah.*" This I will prove at large: A *Fine* was what I meant to exact—and *to fine* was a *Right* expreſsly reſerved to the Company (ſee a Secret Letter from the Governor General and Council of Bengal, dated 15th January 1776—i. e. General Clavering, Colonel Monſon, and Mr. Francis): "We thought it ad-"viſeable to fix a proper Weight and Standard, to be invariably obſerved by the Rajah in all Money "which might be coined, on Pain of *forfeiting the Mint*, and *being liable to any Penalty the Board might* "*think fit to impoſe*, on the Firſt Inſtance of any Deviation." The ſame Sovereignty which could dictate ſo authoritatively on one Occaſion, muſt have had an equal Right in others; and therefore the Exaction and Payment of a Penalty was *conſonant to the Engagements between the Company and the Rajah.* Shujah ud Dowlah levied a *Fine*, on the Death of the Father, for inveſting the Son. *Here* then we have a *Second Right* made over, with the other Appendages of Sovereignty, to the Company. Had not our powerful Interpoſition prevented the Conſequences of Bulwant Sing's Treachery to his Maſter, in 1764, Shujah ud Dowlah would probably have exerted, with ſignal Rigour, a *Third Right of Fining*, and have furniſhed me with a Precedent full in Point to my Treatment of Cheyt Sing. The Inference therefore is, that the *Right of Fining* was general—perhaps arbitrary; but for *that* I am not reſponſible: It is a Defect woven into the Texture of the Mogul Syſtem—It will no Doubt be moſt happy for the Inhabitants of Aſia, when the deſpotic Inſtitutes of Jengheez Khawn or Tamerlane ſhall give place to the liberal Spirit of a Britiſh Legiſlature; and I ſhall be amply ſatisfied in my preſent Proſecution, if it ſhall tend to haſten the Approach of an Event ſo beneficial to the great Intereſts of Mankind. In my Narrative of the ſubſequent Tranſactions between Cheyt Sing and myſelf, compoſed while all the Circumſtances were ſtrong in my Recollection, I have detailed every Particular neceſſary for a complete Comprehenſion of the painful Part I had to ſupport.—To the *Colourings* which are put upon many of my Expreſſions by the Subtilties of Conſtruction, I ſhall make few or no Objections. Truth is my immediate Aim; and I cannot ſtep out of my Way to glean up every caſual Inſinuation; otherwiſe I might obſerve, that I cannot well conceive why, on my Refuſal to ſee the Rajah, it ſhould be pronounced that I "*rudely* and *inſolently forbad his Viſit.*" Is it rude to be peremptory? or is Reſolution Inſolence? if he were a *great Prince*, I, as repreſenting his Sovereign, ſhould ſeem *a great King*. I gave the Rajah in Writing my Charges reſpecting his Conduct, "*informal*" perhaps, and "*irregular*;" (for where ſhould *I* have acquired the *legal Preciſion* requiſite for a *Special Pleader?*) but certainly *ſubſtantial*, and *momentous*, and *juſt*. I have ſaid that his *Anſwer* was "not only unſatisfactory in Subſtance, but offenſive in Style." I repeat the Aſſertion *now*, that near Five Years ſince elapſed have cooled my Reſentments (if I ever had any) and that my Feelings are no longer intereſted by concomitant Circumſtances. It was filled with ſhuffling Excuſes and palpable Falſehoods. It ſtated that the Rajah had furniſhed the additional Five Lacks of Rupees "*with the utmoſt Readineſs*;" and that he had "taken *a Penalty Bond* from his Aumils that

"they

" they ſhould *keep no Thieves in their Diſtricts.*" Was all this *true*, or *ſatisfactory*, or *decent?*—I had now Reaſon to ſuſpect that the Rajah would never come to ſuch " an Arrangement" as I wiſhed, till he had, at leaſt in ſome ſlight Degree, felt the Hand of Authority; and I accordingly put him under an Arreſt. No Inſult, no Menace, no Violence of any Kind, was intended or applied: I even wrote to him to calm any Apprehenſions for Perſonal Safety which he might be weak enough to entertain; and received his Anſwer, that " he was entirely free from Concern and Apprehenſion." What followed I need not here particularize. My Conduct was regulated by Events which I could neither foreſee nor controul. All my original Meaſures were broken through, all my Deſigns annihilated, by the barbarous Maſſacre of my unarmed Troops, and the unexpected Flight of Cheyt Sing. Every Step which I had taken before that fatal Moment is an incontrovertible Proof, that I had *formed no Deſign* " of ſeizing upon the " Rajah's Treaſures, or of depoſing him;" and certainly, at the Time when I *did* form the Deſign of making the Puniſhment of his former Ill Conduct ſubſervient to the Exigencies of the State, by a large Fine, " *I did not believe him guilty of that premeditated Project for driving the Engliſh out of India,* " with which I afterwards charged him."—Had I been forewarned of this Project in the Extent which I afterwards diſcovered, I moſt aſſuredly would have anticipated his Schemes with more ſolid Effect, and *without Perſonal Hazard:* I would never have propoſed to " ſettle his Zemindarry upon him," *on any Footing at all.* Nothing therefore can equal my Surprize at the Tenor of this Part of the Charge, except my Incapacity to anſwer, without Contradiction, Two Accuſations *totally contradictory.* In the 13th, 14th, and 15th Clauſes of this 3d Section of the 3d Charge, I am accuſed of *Implacability* to all the Rajah's humble Submiſſions; of *Perſeverance* in rejecting all Accommodation (though ſeveral Offers were made); and of " *being filled with Inſolence and Malice,*" in not replying to the Rajah's Letters, after he had ſo notoriouſly drawn the Sword of Rebellion. And in the 27th Clauſe of the ſame Section of the ſame Charge, it is aſſerted, that if I " had conceived him (Cheyt Sing) to have " entertained traitorous Deſigns againſt the Company, from whom he held his tributary Eſtate, or " had been otherwiſe guilty of ſuch enormous Offences as to make it neceſſary to take extraordinary " Methods for coercing him, *it would not have been proper* to ſettle upon ſuch a Traitor and Crimi- " nal the Zemindarry of Benares, or any other Territory, upon the moſt eligible, or upon any other " Footing whatever." Thus am I in one and the ſame Charge accuſed of being *ſevere*, and told it " *would not have been proper*" for me to have been *lenient*;—Cenſured for intending to ſettle the Zemindary upon Cheyt Sing, and Cenſured for having rejected all his Offers towards a *Settlement.*—I can only anſwer to this formidable Dilemma, that ſo long as I conceived Cheyt Sing's Miſconduct and Contumacy to have *me* rather than the Company for its Object, at leaſt to be merely the Effect of pernicious Advice or miſguided Folly, without any formal Deſign of openly reſiſting our Authority, or diſclaiming our Sovereignty, I looked upon a conſiderable Fine as ſufficient both for his immediate Puniſhment, and for binding him to future good Behaviour: I therefore entertained no ſerious Thoughts of expelling him, or proceeding otherwiſe to Violence; but when *he* and his People broke out into the moſt atrocious Acts of Rebellion and Murder; when the *Jus fortioris et Lex ultima Regum* were appealed to on his Part (and without any ſufficient Plea afforded him on mine) I from that Moment conſidered him as the Traitor and Criminal deſcribed in the Charge; and no Conceſſions, no Humiliations, no Submiſſions, could ever after induce me " to ſettle the Zemindarry of " Benares, or any other Territory, upon him, on any Footing whatever."

Minutes delivered by me at the Council Board during the Time that the Ceſſion of the Sovereignty of Benares and Gauzipoor was negotiated with the Vizier, are quoted *againſt me* in the 28h Clauſe of this Part of the Charge. The Minute in Queſtion does undoubtedly contain my Sentiments at that Period, but thoſe *Sentiments* went *for Nothing:* General Clavering and his Majority decided againſt my Opinion; " *the Meaſure is ſtrictly and excluſively their own*;" I, therefore, have nothing to do with it. But when, by the Death of Two who compoſed that Majority, I became ſomewhat more than a mere Pageant in the Adminiſtration, I neceſſarily reſumed the Buſineſs where they had left it; I conſidered Cheyt Sing preciſely what *they had made him*, a tributary Landholder; not what *I would* have made him (but was over-ruled) an independent Prince, and a powerful Ally, placed as a Barrier between the Vizier and Government of Bengal.—*I* would have cauſed the Company's Tribute to be received at Patna within the Company's Provinces: *They* cauſed it to be received *at Benares.*—*I* would have renounced the Sovereignty of his Country: *They* aſſumed it. The *Sovereignty* which they *aſſumed*, it fell to my Lot, very unexpectedly, to *exert*; and whether or not " ſuch Powers, " or Powers of that Nature, were delegated to me by any Proviſions of any Act of Parliament," I confeſs myſelf too little of a Lawyer to pronounce. I only know, that the Acceptance of the Sovereignty of Benares, &c, is not acknowledged or admitted by any Act of Parliament; and yet, by the particular Interference of the Majority of the Council, the Company is clearly and indiſputably ſeized of that Sovereignty. That if, therefore, the *Sovereignty* of Benares, as ceded to us by the Vizier, have *any Rights whatever* annexed to it (and be not a mere empty Word without Meaning) thoſe Rights muſt be ſuch as are held, countenanced, and eſtabliſhed by the Law, Cuſtom, and Uſage of the Mogul Empire, and not by the Proviſions of any Britiſh Act of Parliament hitherto enacted. *Thoſe Rights* (and none other) I have been the involuntary Inſtrument of *enforcing.* And if any future Act of Parliament ſhall poſitively, or by Implication, tend to annihilate thoſe very Rights, or their Exertion, as I have exerted them, I much fear, that the boaſted Sovereignty of Benares, which was held up as an Acquiſition almoſt obtruded upon the Company, againſt my Conſent and Opinion (for I acknowledge that, *even then*, I foreſaw many Difficulties and Inconveniences in its future Exerciſe) I fear, I ſay, that this Sovereignty will be found a Burthen inſtead of a Benefit; a heavy Clog rather

than a precious Gem to its preſent Poſſeſſors. I mean, unleſs the Whole of our Territory in that Quarter ſhall be rounded, and made an uniform compact Body, by One grand and ſyſtematic Arrangement, ſuch an Arrangement as ſhall do away all the Miſchiefs, Doubts, and Inconveniences (both to the Governors and the Governed) ariſing from the *Variety* of Tenures, Rights, and Claims in all Caſes of Landed Property and Feudal Juriſdiction in India; from the Informality, Invalidity, and Inſtability of all Engagements in ſo divided and unſettled a State of Society; and from the unavoidable Anarchy and Confuſion of different Laws, Religions, and Prejudices, moral, civil, and political, all jumbled together in One unnatural and diſcordant Maſs. Every Part of Hindoſtan has been conſtantly expoſed to theſe and ſimilar Diſadvantages ever ſince the Mahommedan Conqueſts. The Hindoos, who never incorporated with their Conquerors, were kept in Order only by the ſtrong Hand of Power. The conſtant Neceſſity of ſimilar Exertions would increaſe at once their Energy and Extent, ſo that Rebellion itſelf is the Parent and Promoter of Deſpotiſm.

Sovereignty in India implies nothing elſe; for I know not how we can form an Eſtimate of its Powers but from its viſible Effects—and thoſe are every where the ſame, from Cabool to Aſſam. The whole Hiſtory of Aſia is nothing more than *Precedents* to prove the invariable Exerciſe of arbitrary Power. To *all* this I ſtrongly alluded in the Minutes I delivered in Council, when the Treaty with the new Vizier was on Foot in 1775; and I wiſhed to make Cheyt Sing independent, becauſe in India *Dependance* included a Thouſand Evils, many of which I enumerated at that Time, and they are entered in the 9th Clauſe of the Firſt Section of this Charge. *I knew the Powers with which an Indian Sovereignty is armed, and the Dangers to which Tributaries are expoſed.* I knew, that from the Hiſtory of Aſia, and from the very Nature of Mankind, the Subjects of a deſpotic Empire are always vigilant for the Moment to rebel, and the Sovereign is ever jealous of rebellious Intentions. A *Zemindar* is an Indian Subject, and *as ſuch* expoſed to the common Lot of his Fellows. "*The mean and depraved State of a* "*mere Zemindar*" is, therefore, this very Dependance above mentioned on a deſpotic Government—this very Pronenęſs to ſhake off his Allegiance, and this very Expoſure to continual Danger from his Sovereign's Jealouſy, which are conſequent on the Political State of Hindoſtanic Governments. Bulwunt Sing if he *had been*, and Cheyt Sing as long as he *was*, a *Zemindar*, ſtood exactly in this "*mean and de-*"*praved State*," by the *Conſtitution of his Country*. I did not make it for him, but would have ſecured him from it. *Thoſe who made him a Zemindar* entailed upon him the Conſequences of *ſo mean and depraved a Tenure*. Ally Verdy Khaun and Coſſim Ally *fined* all their Zemindars, on the Neceſſities of War, and on every Pretence, either of Court Neceſſity, or Court Extravagance.

I have but few Words to alledge in my own Behalf on the Depoſitions, Affidavits, and other Teſtimonies annexed to my Narrative. Every Man will ſee that in ſo ſingular a Situation I could do no otherwiſe. If the Means I made uſe of were *the beſt in my Power*, I ſtand acquitted of Neglect or ill Intention. The Perſons who have given their ſeveral Teſtimonies on the Occaſion were not ſelected for the Purpoſe *by me*, but are ſuch as were on the Spot, and who owed their Knowledge of the Tranſactions either to actual Inſpection, or to ſharing a Part of the common Difficulties: How ſuch of the Evidence as was atteſted upon Oath could be "*not fit or decent to be taken by a* "*Britiſh Magiſtrate, or to be tranſmitted to a Britiſh Government*," I am ſtill at a Loſs to comprehend. I have always thought that an Affidavit might be ſworn to *before any of His Majeſty's Juſtices of the Peace*, whether *in* or *out* of the particular and local Juriſdiction of that Magiſtrate. Britiſh Subjects could certainly ſwear with Propriety *before no other Perſon whatever*, while ſuch a Magiſtrate was on the Spot; and if I had neglected this Precaution, I cannot doubt but it would have been converted into a much more formidable Charge againſt me, "that, with every Opportunity for compleatly vin-"dicating all the Steps I had taken in this Affair, I had moſt *ſhamefully*, and *fraudulently*, and *unjuſtifi-*"*ably* omitted to have the ſeveral Circumſtances detailed in Writing and upon Oath, *although One of* "*His Majeſty's Juſtices was upon the Spot at the Time.*" In a Matter of mere Affidavit (no Trial in a Court of Juſtice then pending) I never have heard that it was uſual, or expected, or neceſſary to have a Perſon preſent "to object to the Competence or Credibility, or Relevancy of the Affidavit." To the Admiſſion of *ſuch Objections*, a Juſtice of Peace, *out of his local* Juriſdiction, is certainly *not competent*: It alters the very Nature of the Function; and would conſtitute a Judicial Proceſs between Two Parties, before a Judge who holds no Court, and to whom neither Party is amenable. But theſe are Sophiſtries totally unconnected with the main Queſtion. I deemed Cheyt Sing a *Rebel* and a *Traitor*; I accordingly rejected his Submiſſions, and expelled him from his Zemindarry. The Affidavits are meant as *Proofs* of his Rebellion for the Satisfaction of *others*: *My own Conviction* wanted no ſuch Aſſiſtance; nor would any Objections *he could have made* ever ſhake a Tittle of my Opinion. My Superiors, the Court of Directors, in their Letter to Bengal of the 28th January 1784, have ſaid, "After the Reſiſtance which the Rajah had made, *no Countenance could be conſiſtently ſhewn him*; nor "was any Meaſure for his Reſtoration ever propoſed." *To them*, therefore, and to *their* Senſe of the Rajah's Guilt, I may appeal for the Propriety of tranſmitting thoſe Teſtimonies. It was a Maſs of Evidence, which on the Whole proved the Sufficiency of the Grounds on which I have acted.

PART IVth and V^th^.

I AM here accuſed of having cauſed a *Second*, and then a *Third* "Revolution in Benares:" That is, the Removal of a Collector or Receiver General of the Province is put on the Footing of a Diſpoſſeſſion of the immediate Landholder and Zemindar; which amounts nearly to aſſerting, that the Diſmiſſion of a Miniſtry in this Country is as *complete a Revolution* as the Abdication of James the Second. The Expulſion of Cheyt Sing was indiſputably a "Revolution"—I have always called it ſo. The ſubſequent Arrangements were mere internal Corrections of a Syſtem which Experiment proved to be imperfect. When a new Syſtem was to be formed with the Succeſſor of Cheyt Sing (who, not being his Heir, *had no Claim of Right*) I ſaw no Objection to making the Company's Intereſts my firſt Principle of Action. The eaſy Accumulation of ſo much Wealth had been Cheyt Sing's Ruin; it had buoyed him up with extravagant and ill-founded Notions of Independence, which I very much wiſhed to diſcourage in the future Rajah. Some Part therefore of the ſuperabundant Produce of the Country I turned into the Coffers of the Sovereign, by an Augmentation of the Tribute. To the Mint, and the Exercise of Criminal Juſtice, we were excluſively entitled by the very *Act of Ceſſion from the Vizier*; and they were both given up to Cheyt Sing as a Matter of Perſonal Favour *only*: That we had not given up to him the *Right* as well as the *Function*, is proved by the Paragraph above quoted, where an arbitrary Penalty, and *actual Deprivation*, are denounced againſt him for the very firſt Abaſement of Coin, by the Authority of the Council, without my Participation in the Act. Theſe Two, therefore, I reſumed, from Conviction of it's being proper and neceſſary ſo to do. The *One* is held by the Britiſh Reſident, nominated and appointed by the Company, Mr. Fowke, by whom I believe it to have been moſt honourably conducted; the *other* I entruſted, with ſome new and neceſſary Modifications, to a Mahommedan of the firſt Abilities in India, and of the moſt unimpeachable Integrity; under whoſe Adminiſtration Tranquillity, good Order, and Security have taken Place in a Degree never before experienced in Benares. The Inhabitants have greatly increaſed ſince that Period, and upwards of 2,500 Houſes (as he informs me in a Letter I have lately received from him) have been added to the City. To obviate Miſunderſtanding, I muſt obſerve, that the Adminiſtrator of Criminal Juſtice in Benares has always been of the Mahommedan Religion, and was always appointed by Shujah ud Dowlah himſelf to the Day of his Death. Of the Events ſubſequent to Cheyt Sing's Expulſion, I conceive a very ſlight Account to be ſufficient. I ſettled the Affairs of the Zemindary at that Period with as much Care and Circumſpection as the Shortneſs of the Time, and the Variety of my Employments, would permit. It happened (for which I was by no Means blameable) that the Perſons in whom I entruſted the executive Powers of the Zemindary, and whom I choſe becauſe they were the neareſt Relations of the Rajah, were inadequate to the Duty. I had Reaſon to doubt their Integrity as well as Capacity, and therefore I cauſed them to be removed. A *Second* Experiment proved equally unſatisfactory, and from the ſame Cauſes. I was therefore reduced to exert the ſame Remedy; but during theſe neceſſary, *and by no Means extraordinary*, Changes of Miniſtry, the Rajah himſelf and his People were in perfect Security: The very Removal of the effective Adminiſtrator, on his oppreſſive Conduct and Official Peculation, has operated on the Minds of the Inhabitants very greatly in Favour of Britiſh Integrity and good Government. It is a Fact, and I can adduce very many Gentlemen now in London to confirm my Aſſertion, that the Countries of Benares and Gauzipoor were never, within the Memory of Engliſhmen, ſo well protected, ſo peaceably governed, or more induſtriouſly cultivated, than at the preſent Moment: And as for the City of Benares, I appeal to the Letters which have been lately received from Madajee Scindia, by His Majeſty and the Eaſt India Company, and which were written Months after my Departure, to prove, that my Regulations had not only contributed greatly to the Peace and good Order of that City, but had extended the Credit and Reputation of the Engliſh Government to every Part of Indoſtan and Deccan.

Preface to the Fourth Charge.

BEFORE I proceed to reply to the Charges reſpecting my Conduct to the Begums, and on the Affairs of Oude, I muſt obſerve that they contain Particulars of which I was totally ignorant until I read them in the Charges. I am, therefore, very much indebted to the Aſſiſtance of Mr. Middleton, and to the Information of Gentlemen who were in Oude when the Tranſactions alluded to happened. By theſe Aids, I have been enabled to reply fully to theſe Charges; and every Aſſertion in my Reply is capable of Proof, either by Documents now before this Honourable Houſe, or by Evidence ready to be produced at its Bar. For the Conveniency of this Honourable Houſe, I ſhall reply to theſe Charges, not as they are numbered, but as the Subjects are connected. Firſt, "The Princeſſes of Oude;" Second, "Miſdemeanors in Oude;" Third, "Deſtruction of "the Rajah of Sahlone;" and, Fourth, "Furruckabad."

Charge the Fourth.

PRINCESSES of OUDE.

IT is certainly not true, that the Nabob of Oude was ever under the Controul of the Bengal Government, in the Extent ſtated in this Charge. That the Reſident, who repreſented the Council General, had an Influence at his Court, cannot be diſputed; but it is notorious that the Acts of the Nabob's Government were, on various Occaſions, remonſtrated againſt, and ineffectually oppoſed by the Reſident, as may be ſeen by the public Correſpondence of Meſſrs. Middleton and Briſtow. It cannot, therefore, be admitted, that "the Engliſh Name and Character were concerned in every "Act of his Government, or in any not authorized by them."

Allowing it to be true, that the Country of Oude was in a flouriſhing State before our Interference, ſurely I cannot be chargeable with the Evils reſulting from the Syſtem we eſtabliſhed, ſince I gave all the Oppoſition I could to the firſt Introduction of it. The Syſtem was undoubtedly very defective, and generally prejudicial to the Nabob's Affairs, inaſmuch as it neceſſarily eſtabliſhed a Degree of Interference in his Government, undefined by any preciſe Rule; which, however diſcreetly uſed, could not fail to weaken his Authority, and in many Caſes to be productive of all the Evils conſequent on a divided Government. The Reſident, for Inſtance, though Officially competent to no poſitive Act of his own, found himſelf, on ſome Occaſions, driven to the Neceſſity even of oppoſing the Execution of the Nabob's Orders to the Officers of his own Government, as the only Means of defending the Securities made over to him for the public Claims of the Company; for however willing his Excellency may have been to grant Aſſignments for the Liquidation of his Debt, he was never very ſcrupulous of infringing them, when preſſed by other importunate Creditors, but has frequently granted Tuncaws upon Aumils whoſe Revenue, to its utmoſt Amount, he well knew had been previouſly aſſigned over to the Company. In ſuch Caſes the Reſident, though inveſted with no oſtenſible Authority, would have failed in his Duty, had he not reſiſted, and exerted every Means in his Power to maintain his Priority of Claim, however conſcious he might be that in ſo doing he weakened the Authority of the Nabob in the Eyes of his Aumils and Subjects in general. This Conduct of the Nabob forced the Reſident into a Competition with his Authority, and exhauſted the Revenues of the aſſigned Lands, by giving new Drafts, with new Powers, on what was already pledged to its utmoſt Extent, which may have been one Source of the Decline of the Nabob's Country, ſince our Connection with it; but more obvious ones may certainly be traced, in the great and conſtant Drain of Specie from the Nabob's into the Company's Provinces; in the Supineneſs and Inactivity of his Excellency's Adminiſtration; and, laſtly, in the Calamity of Three ſucceſſive Years Drought, which, if we may judge from the fatal Experience of a ſingle Year's Failure of the natural Rains in our own Provinces, would have left them an entire Waſte, without Cultivation or

Inhabitants. The Eſtimate of the Revenues of Oude at the preſent Nabob's Acceſſion to the Govern-
ment, as given in this Charge, is fallacious; for, from the Year 1777, when I re-appointed my ſelf
Agent to the Nabob's Court, the Revenue never amounted to any Thing like the Sum ſtated, even
if the Revenues of Benares were included. Two millions Sterling would have been much nearer
the Reality. The Revenue never was equal to the enormous Burthen of the Two Engliſh
Brigades, with the progreſſive Liquidation of the accumulated heavy Balance, and the ineffectual
Endeavour to realize ſuch Claims, from the common Reſources of the Country; was ever a Source
of the greateſt Embarraſſment and Diſtreſs to the Nabob's Affairs. The Balance on the Annual
Tuncaws or Aſſignments was always conſiderable, but never greater than it was at the Time
of Mr. Briſtow's firſt Removal, and Mr. Middleton's Appointment to the Court of Oude, (the
Beginning of 1777) nor the Confuſion in the County more ſerious or alarming, as may be proved by
the Public Correſpondence of that Period. But neither ſhall I, nor the Reſident of my Choice, be
chargeable with any of the Evils antecedent to that Time, as the whole Powers of Government were
lodged in other Hands.

The moſt rigorous Means were adopted, and even Threats of Military Execution reſorted to in the
Time of the late Reſident, Mr. Briſtow, in the Year 1776, to exact the Payment then made by the
Begum; nor would any ſofter Methods have availed, as ſhe declared "ſhe would ſooner throw her
"Treaſures and Jewels into the River, than advance the Nabob a ſingle Rupee." Her Jewels,
Cloaths, and Houſehold Utenſils, were permitted to be taken in Default of Ready Money Payments,
and converted to the Company's Uſe by Public Auction in Calcutta, without any Diſapprobation
having been ſignified by the Council General, either of the Principle on which the Claim had been
made on the Begum, or the Mode of enforcing it. All Delicacy was neceſſarily laid aſide; and it
became now a Queſtion, "whether the Nabob," as Mr. Briſtow ſtated; "ſhould *ſave his Right*, or
"ſuffer a Lack of Souls to periſh, and the Sovereignty of theſe Provinces to be transferred to
"another Family." The Board, ſo far from diſapproving this Doctrine of Mr. Briſtow, that Two of
the Members, Colonel Monſon and Mr. Francis, recorded their Opinion, "That the Begum who
"ſucceeded to the Treaſures, ſhould pay "*all the Sums due to the Company*," and Mr. Francis
expreſſed his Aſtoniſhment, that the Begum "in a Country where Women are not allowed a Free
"Agency in the moſt trifling domeſtic Concerns," ſhould, as the Condition of yielding up thoſe
Treaſures, claim an Interference in the Nabob's Government, and "*preſume* to talk of appointing
"Miniſters, and governing Kingdoms." The concluding Words of Mr. Francis are very ſtrong;
"With reſpect to receiving her into the Provinces, I ſhall have no Objection, provided ſhe can
"*obtain the Nabob's Conſent*; without that, ſhe can have no Right to remove the *immenſe Wealth ſhe*
"*poſſeſſes*, or even her *own Perſon*, out of his Dominions." Theſe were the Opinions of two leading
Members of the Council at that Time, on the Claim ſet up by the Nabob, and the *independant*
Rights of the Begum; and yet there was then no Accuſation againſt her of notorious Diſaffection
and Conſpiracy. "The Treaſures ſhe poſſeſſed," Mr. Briſtow ſaid, "were the Treaſures of the State,
"as ſhe had not ſucceeded to them by any legal Title;" the Nabob was, therefore, ſtrictly juſtified
in demanding them; and if there was any Thing in the whole Proceeding, which did not accord
with the Sentiments of People in general, it was the Part we officiouſly took to prevent the Nabob's
recovering the *Whole* of his Patrimonial Eſtate from thoſe who fraudulently with-held it from him.
He was charged with the Whole of his Father's Debts; his Life was repeatedly endangered by the
Inſurrections of his Troops, who had been left many Months in Arrears; and he was moreover
diveſted by us of a valuable Part of his Dominions; and yet we prevented him from availing him-
ſelf, as he had undoubted Right to do, of the Means which were left him of ſatisfying thoſe Debts;
the Whole of which had been incurred in the Accumulation of the very Wealth he was now con-
tending for.

It is not true that the Begums were left in Charge of the late Nabob's Treaſures, or other valu-
able Effects, for the Purpoſes ſet forth in the Charge of maintaining his Offſpring and Dependants;
the old Begum, the Mother of Shujah ul Dowlah, is entirely out of the Queſtion, having had no Pre-
tents entruſted to her Care, but ſhe became poſſeſſed of them in her Capacity of Truſtee and Trea-
ſurer of the Deceaſed, who for ſome Time before his Death "depoſited the Surplus of his Revenues
with the Bow Begum, to provide againſt an Emergency." Hence the Whole of his Property of
what Sort ſoever, was in her Cuſtody at the Time of his Death, but ſtill as a Depoſit, the Right from
the Hands of his Mother; for they were the Rights of the State which ſhe had in Charge.—But I
muſt repeat, that I diſapprove, and ſtill condemn the Interference of our Reſident; becauſe we had
no Concern in it, and our Credit ſuffered in the Opinions of Mankind, from the natural Diſguſt
which would be excited by a Contention between a Son and his Mother, and by our Appearance as
Incendiaries, inſtead of Conciliators in it: But no Man could ever aſſert or believe that it was there-
fore her own. It was undoubtedly a conſtituent Part of the hereditary Eſtate, which devolved to the
Nabob Aſſoph ul Dowlah on his Father's Demiſe, and as ſuch ought to have been wholly delivered
up to him; but the Begum refuſed to give up any Thing, until coercive Meaſures were threatened;
and then ſhe conſented only to the Payment of *Thirty*, out of *One hundred and Seventy Lacks*, which
Mr. Briſtow declared, that, on the moſt moderate Computation, ſhe poſſeſſed; and making a
Merit even of this Condeſcenſion, ſhe was ſuffered to demand, and actually to exact from the Nabob,
an Encreaſe of Jaghcers to Ten Times the Amount of the Income which had been granted upon the old
Begum by her deceaſed Son, Shujah ul Dowla, for the Maintenance of herſelf, and the numerous
Family and Dependants of her late Huſband, Sufdur Jung. The Agreement thus entered into
between the Nabob and his Mother was ratified by Mr. Briſtow, without any Authority; but "as
"the

Board's Letter to the Court of Directors.

"the Urgency of the Caſe rendered it neceſſary, the Board approved the Ratification." The Board, I have ſaid, approved of it, and I was a Member of the Board, but I was an inactive Member of it; the Whole of this Tranſaction having paſſed under the Order and Guidance of the Majority of the Board, which excluded me from any Share in their Acts, equally in ſuch as I approved, and in ſuch as I diſapproved. It will appear, from the preceding Reaſoning, that I approved of the Nabob's Aſſertion of his own Right to re-claim the Treaſures of his Inheritance.

It is not true that the Women and Children of the late Nabob were left, or intended to be left, dependant on the Bow Begum. They were ſeparately provided for, and though, from the Failure of the Funds aſſigned for their Maintenance, they were too often ſubjected to great Inconvenience, they never experienced any Acts of Benevolence from the Begum, beyond an occaſional Donation of a few Rupees to the Children, when ſhe condeſcended, which was indeed very ſeldom, to permit them to wait upon her. Neither is it true, that the Jagheers were left the Begum by the late Nabob. At the Time of his Death the Diſtricts which afterwards conſtituted the Jagheer were held by the Begum on the Footing of a Farm, under the Name and Management of Jowar Ally Cawn, with whom the Accounts of the ſame were Annually adjuſted at the Khalſa. To the preſent Nabob, therefore, ſhe was indebted for the principal Part of her Jagheers.

The Treaty and Guarantee, though ratified, it would appear, by the Council only becauſe "the "Urgency of the Caſe rendered it neceſſary;" and, though the Begum, before Six Months had elapſed, had, by Mr. Briſtow's Acknowledgment, "forfeited her Claim to the Protection of the "Company, by infringing the Conditions of the Treaty to which they were Guarantees," were moſt ſacredly adhered to by me, until the Miſconduct of the Begums and their Dependants, on the Occaſion of the Inſurrection at Benares, would have made it an Act of the greateſt Injuſtice in the Company to themſelves to continue their Protection: The Guarantee was then withdrawn, and the Nabob was permitted to renew and proſecute his Claim to his Inheritance. Previous to that Period the Reſident, by my Orders, on all Occaſions employed the utmoſt Influence of his Station, to guard the Begums aſſumed Privileges from Invaſion, and in various Inſtances, as will appear from his public Correſpondence, did oppoſe, almoſt by Violence, the Deſigns of the Nabob, where they were hoſtile or offenſive to the Begum. He repeatedly went to Fayzabad, purpoſely to mediate between the Nabob and his Mother, and reconcile mutual Animoſities; which, on one Side, were perpetually excited by the jealouſy and intereſted Views of the Two principal Eunuchs, Jowar and Bahar Ally Cawn; and in every other Inſtance whatſoever, he invariably ſhewed that Attention and Reſpect to the Begum, which was due to her from the near Relation ſhe bore to our Ally. This the Bow Begum herſelf admitted, obſerving, in her Letter to Mr. Briſtow, "That the Nabob, her Son, had once before threatened to "ſeize her Jagheer, but Mr. Middleton interfered, and prevented it;" and there is not the Shadow of Doubt, that but for this Interpoſition, his Excellency would long before not only have ſeized her Jagheers, but have wreſted from her the Treaſures ſhe unjuſtly with-held from him.

The Nabob was permitted to reſume the Jagheers, becauſe they were found highly prejudicial to the Revenue of the State, and he granted, to ſuch as were entitled to that Indulgence, Stipends in Money equivalent to the net Produce of their Lands. The Begums were expreſsly provided for, and the Payments were to be made them, not at the Diſcretion of the Nabob, but from the Company's Treaſury under Charge of the Reſident. Where then was the pretended Injury, ſince the Begums were regularly to receive, *according to their own Statement*, to the utmoſt Amount of what they ever realized from their Jagheers? This Propoſal was repeatedly made to them in Writing, and fully explained to their Agents, by the Nabob, his Miniſters, and the Reſident, but was anſwered with the groſſeſt Indecency and Abuſe, and the moſt violent Denunciation of Vengeance on the whole Country, in caſe their Jagheers were touched. With reſpect to the other Jagheerdars, excepting only the Nabob Salar Jung, and a very few others, they were generally the meaneſt and moſt contemptible of the Nabob's Subjects, and in no Shape deſerving of his Bounty. They were, in ſhort, his Orderlies, and other Perſons of that Stamp, the Companions of his looſer Hours. The Perſonal Influence of theſe Men, which was very powerful, was naturally exerted to defeat a Deſign which ſo materially affected their Intereſts, and not without conſiderable Efficacy, as appeared by the Nabob's ſubſequent Conduct when the Meaſure of Reſumption came to be carried into Execution. It was on their Account only that any Difficulties were ſtarted, and could theſe Men have been exempted, his Excellency would moſt certainly have made no Heſitation about the reſt; but it would indeed have been a Diſgrace to the Influence which we were ſuppoſed to have acquired in his Government, to have ſuffered a partial Diſtinction in favour of ſuch unworthy Objects.

No Injury was intended, or could poſſibly ariſe, to the Begums, from the Reſumption of the Jagheers; they were found deſtructive of the Nabob's Revenue, and dangerous to the very Exiſtence of his Government; they had been made the Sources to feed a Rebellion. It was neceſſary therefore to reſume them; and the only Change which the Begums Situation could undergo from it, was the Subſtitution of the Nabob's Agency, with the pledged Security of the Company's Reſidency, in lieu of that of their Eunuchs Jowar and Bahar Ally Cawn. No Stipulation was made in Favour of any other Jagheerdars, becauſe the Faith of the Company was not concerned in it.

The Two diſtinct Acts, of reſuming the Jagheers, and ſeizing the Treaſures, are confounded, and improperly made to originate from one and the ſame Cauſe, viz. the Defection of the Begums in the Inſurrection at Benares. At the Time that the Reſumption of the Jagheers was reſolved on, the Conduct of the Begums, though ſtrongly ſuſpected, was not ſufficiently aſcertained to juſtify the depriving them of Jagheers held under the Pledge of the Company, without an Equivalent; and according

accordingly a full Compenſation was ſtipulated. Their Conduct, in openly and moſt violently oppoſing, by armed Force, the Nabob's Orders for the Reſumption of the Jagheers, though they were not to be Loſers by it; their exciting their Agents and other Jagheerdars to unite in forcible Reſiſtance; and, laſtly, the ſubſequent Information which was obtained of their Zeal and Activity in ſupporting the Rebellion of Rajah Cheit Sing, and ſpreading its Conſequences through the Nabob's Dominions, for the declared Purpoſe of our Extirpation, were the Grounds of withdrawing the Company's Guarantee, and of the conſequent Confiſcation of their Treaſures. Admitting the Facts alledged in the Reſident's Correſpondence, and confirmed by the ſolemn Teſtimony of ſo many Witneſſes, both Native and European, and of the latter many (fortunately for my Honour) are in England, who could be no Ways intereſted in the Iſſue, no Man ſurely can diſpute the Propriety of this Meaſure, whether its Juſtice or Policy be made the Criterion of judging it; moſt aſſuredly, no unprejudiced Man in the Country, whether Native or European, ever entertained a Doubt of the Begums having been extremely active in promoting the Inſurrection at Benares, and in the Nabob's Country: It remains, therefore, for Juſtice to decide, whether in ſo doing they did or did not forfeit their Claim to the Protection of the Company, by which alone they had hitherto maintained whatever they poſſeſſed.

When the Nabob ſo earneſtly deſired my Sanction for the Reſumption of the Jagheers, he certainly had in View only the Begums and a few others of Magnitude, which he conſidered protected, either by the Guarantee or Favour of the Company. He could not be ſuppoſed to aſk my Sanction to the Reſumption of Grants, in which the Company's Faith was no Ways concerned; but, being aware that his Excellency intended a partial Reſumption, reſerving the Jagheers of his particular Favourites, who from their Characters and Conduct ought to be the firſt proſcribed, I determined to defeat the Deſign, by adviſing him to make the Reſumption general; and he engaged to follow my Advice. The Conſequence of this his Excellency did not at the Time advert to, but when he diſcovered that, by the Spirit of the Agreement, and my determined Adherence to it, I was precluded from ſhewing any Partiality, and moreover that the Produce of the Jagheers, when reſumed, inſtead of coming immediately into his Poſſeſſion, was to be appropriated to the Liquidation of his Debt to the Company, for which I expreſsly ſtipulated, he became indifferent, and even apparently averſe to the Reſumption. He was alſo, as I have already remarked, greatly influenced by the inflammatory Suggeſtions of Incendiaries and Perſonal Favourites about him, who counteracted my Deſigns in all my Proceedings with his Excellency, by diſſuading him from a Meaſure by which their Intereſts would be ſo much affected. To thoſe who are Perſonally acquainted with the Nabob, it will not appear extraordinary that all theſe Cauſes, combining and operating upon his Mind, ſhould have drawn him into Inconſiſtencies of Conduct, which to others may ſeem irreconcileable.

It is not true that Sir Elijah Impey was at Lucknow when I communicated my Sentiments through him to the Reſident, reſpecting the Begum's Treaſures. Sir Elijah was with me at Chunar, and the Reſident did avail himſelf on this and other Occaſions of that Gentleman's Preſence and Confidential Intercourſe with me, to aſcertain my Wiſhes on certain Points, which the Multiplicity and Importance of the Buſineſs which I was then engaged in prevented my communicating ſo fully by Letter.

The Engliſh Troops were not employed at Fayzabad until the Nabob formally demanded their Aid, in Conſequence of hoſtile Preparations to reſiſt his Claim upon the Begum for his deceaſed Father's Treaſures, which he deemed his own Force unable to repel. The Eunuchs were ſeized, *not* for the Purpoſe of extorting Money, as aſſumed in the Charge, but as the Agents and principal Inſtruments of exciting the Inſurrections before alluded to, and for actual Rebellion.—The Nabob had declared his firm Intention, by Letters to myſelf and the Reſident, long before he went to Fayzabad, of ſeizing and ſeverely puniſhing the Two Eunuchs of his Mother, not only for their ſhameful and inſidious Conduct during the Troubles at Benares, but for their long and unremitted Treachery, particularly to himſelf, in ſeeking every Occaſion of embroiling him with both his Parents, and openly inſulting his Authority; a Conduct they had invariably purſued from the Death of the late Nabob his Father. "They have preſerved (ſays Mr. Briſtow, in his Letter of the 25th January "1776) a total Independance of the Nabob's Authority, beat the Officers of his Government, and "refuſed Obedience to his Perwannahs." Their Perſons were accordingly ſeized on the Nabob's Arrival at Fayzabad, and ſecured under a ſtrict Guard of the *Company's Troops*, the Nabob not thinking it prudent or ſafe to truſt them in the Cuſtody of his own Sepoys, whilſt ſurrounded with ſuch large Parties of their armed Men aſſembled in the Neighbourhood, who had declared themſelves equal to any Conteſt with his Excellency's Force, and determined on a deſperate Reſiſtance, had the Attack upon them at Fayzabad been made by his Strength alone. So confident indeed was the Begum in her own Strength, under her Two Commanders, Jowar and Babar Ally Cawn, that ſhe did on all Occaſions profeſs to hold the Troops of the State in the utmoſt Contempt, and oppoſed them without Ceremony. "Do not you," ſays ſhe to Mr. Briſtow, "take any Part in the Affair, "and then let Aſoph ul Dowlah and Murteza Cawn (the Nabob and his Miniſter) in whatever "Manner they are able, to take Sums of Money from me—they will then ſee the Conſe-"quences."

Upon a Review and due Conſideration of the Situation of Affairs at Fayzabad, it appearing that theſe Two Eunuchs were capable of affording the Nabob the moſt effectual Aſſiſtance in the Recovery of his Claims on the Begum, and that in Fact there was very little Probability of ſucceeding without their Aid, it was deemed good Policy to tempt them with Aſſurances of a Mitigation of their

Puniſhment,

Punishment, in Proportion as they might exert themſelves in the Buſineſs. The [illegible] conſequences promiſed every Aſſiſtance in their Power, and charged themſelves with the whole [illegible] which, after a tedious Negociation, was compromiſed at Sixty Lacks. On the Strength of this Engagement the Eunuchs were permitted (in Cuſtody however of a ſufficient Guard) to return to their Habitations in the Town, for the declared Purpoſe of acquitting themſelves of their Obligation, which they owned they could accompliſh in Three Days; they, however, broke this Engagement, and were guilty of ſuch Equivocation, Falſehood, and Evaſion, produced probably by their Intercourſe with the Begums, as rendered it neceſſary, in the Judgment of the Nabob and his Miniſters, to recur to rigorous Treatment as the only Means of bringing them to an immediate Adjuſtment, which it was well known, from their Situation with the Begums, was within their Reach. The conditional Obligation of their Compromiſe with the Vizier was, that they ſhould procure the immediate Payment of his Claim upon the Begums, and in Return they were promiſed Lenity: They wilfully broke the Terms of the Agreement, and it was therefore juſtifiable to replace them it the Situation in which they would have ſtood, had no ſuch Compromiſe taken Place; and they had added to their other Offences the recent Violation of a ſolemn written Obligation; but upon their again giving the ſtrongeſt Aſſurances of ſatisfying the Nabob's Claim, a new Agreement, under the Sanction of the Begum, was entered into, in which they were allowed One Month (conſiderably more than they had even aſked) to pay up the Balance, and they were in Conſequence freed from their Reſtraints, the Nabob returning to his Capital, leaving an Agent of his own with a proper Guard to conclude the Buſineſs. It very ſoon, however, appeared, that this Agreement was meant only to amuſe and carry the Nabob from Fyzabad, for at the Expiration of the limited Time very little had been paid, and only idle, fallacious, and inſulting Pretexts, with renewed Promiſes, offered in Excuſe for the Failure. Could then the Nabob, who knew that theſe Men had the Means of ſatisfying his Demand in One Hour, be blamed for again directing Recourſe to Severities, as the laſt and only Reſort? There could be no Doubt of the Ability of the Parties to comply with the Demand; for, notwithſtanding the Pretences which were uſed after the Delivery of the Sum obviouſly depoſited with Bahar Ally Cawn for the Purpoſe of concealing the ſecret Hoard in the Begum's own Charge, and the poor Expedient of delivering Jewels and Effects to impreſs a Belief of her having yielded up all, there is every Reaſon to ſuppoſe, from the beſt Informations that could be obtained from the Miniſters, and others converſant in the late Nabob's Affairs, confirmed by the Teſtimony of Mr. Briſtow, who ſays, "it is generally "believed the Begum has Four Crores in her Poſſeſſion; but I fancy I may venture to ſay ſhe has "*One Crore and Seventy Lacks*," that the Claim now made upon her did not amount to *One-third* of the actual Wealth in her Poſſeſſion. The Circumſtance of her yielding up Jewels, Plate, &c. declaring herſelf poſſeſſed of no other Means of ſatisfying the Demands, will not appear deſerving of Attention, when it is remembered that the ſame pitiful Expedients, and the ſame Stories of Poverty and Wretchedneſs, were practiſed on a former and ſimilar Occaſion. The Nabob's Right was uncontrovertible, and the Exigency of his Affairs, with his own and the Company's Troops, who were dependant on his Reſources, almoſt in a State of general Mutiny for their Pay (our Troops Six Months in Arrear) ſtrongly compelling him to aſſert it (ſetting aſide the Treachery of the Begums and their Agents, and the Political Danger of leaving them with ſuch powerful Means of extending their pernicious Influence) it muſt reſt with this Honourable Houſe to decide the Queſtion, whether it was allowable, "when the Nabob was reduced to ſuch Diſtreſs, that his Mother ſhould uſeleſsly keep "up *immenſe Treaſures*," declared to be the Treaſures of the State; or how far he was warranted in directing the Courſe he did, no other being practicable, to obtain his lawful Demands.

In reſpect to the Eunuchs, it may ſuffice further to ſay, that to thoſe who were acquainted with their Conduct during the Rebellion of Benares, and ſubſequently on the Occaſion of reſuming the Jagheers, when they marched their Troops in every Direction, for the avowed Purpoſe of reſiſting the Nabob's Orders, and in the moſt unreſerved Manner encouraged others to follow their Example, the Treatment they met with cannot appear harſh or undeſervedly ſevere; on the contrary, it was the general Opinion that they merited even Death, and Death probably would have been the immediate Portion, at leaſt of Bahar Ally Cawn, had the Nabob been left uninfluenced to the Gratification of his own well-grounded Reſentment.

I have conducted the Narration of the preceding Detail to its Cloſe without chuſing to interrupt it, or diſturb the Attention of my Honourable Hearers by the concluding Obſervation, which I now think it neceſſary to make upon it; becauſe I hold the whole Series of the Acts thus connected ſtrictly reconcileable to Juſtice, Honour, and good Policy, whoever were the Parties concerned in them: But I muſt at the ſame Time affirm, that theſe Acts, whether right or wrong, are not mine, though originating from me, in my Conſent yielded to the Nabob at his ſpecial Inſtance, that he ſhould reclaim the Treaſures kept back from him by his Mother, and the Jagheers from all the Jagheerdars, and from my ſubſequent Claim, which I avow to have been moſt peremptory, that my Conſent to a Meaſure liable to ſuch a Variety of Conſtructions ſhould not be perverted to an Inſtrument of private Compromiſe, or the Conſiſtency of my Character forfeited by its being withdrawn after ſuch rigorous and public Denunciations of it. My laſt Orders, therefore, for its Execution, is all that I am anſwerable for. The reſt depended upon the Inſtruments which were employed in it, and ſo little on myſelf, that I was ignorant of the whole Mode of its Execution, till it was done; and ſo far as I am concerned in it, the whole Board were equally concerned and unanimous.

Upon the Letters of Colonel Hannay and Captain Gordon, quoted by the Bow [illegible] in Proof of her Innocence of the Conduct imputed to her and her Servants, it is only neceſſary to obſerve, that

that they were written at a Time, and under the Impreſſion of the Begums having it very much in their Power to contribute to the Safety, or poſſibly to the Deſtruction, of Colonel Hannay's Detachment, then in a very precarious Situation in the Neighbourhood of Fayzabad, and at a Time too when our Affairs at Benares were ſuppoſed by thoſe Officers to wear an unfavourable Aſpect. The Colonel's Firſt Object was to procure Safety for the Perſon of Captain Gordon, who was at the Mercy of the Begums and their Eunuchs; and for this Purpoſe he thought no Means ſo likely to ſucceed, as declaring an implicit Reliance on their Friendſhip and Good Faith, and affecting to conſider himſelf under Obligations to them. Captain Gordon, however, moſt probably owed his Salvation to another Influence: Soon after he fell into their Hands, by the treacherous Conduct of Bahar Ally Cawn's Naib and adopted Son, at Tanda, the News of ſome ſucceſsful Operations of our Troops at Benares reached the Begums, and as Affairs began to promiſe a ſpeedy and deciſive Iſſue in our Favour, it is not ſurprizing that the Begums and their Agents ſhould endeavour by Acts of Kindneſs to efface the Impreſſion which they muſt have been ſenſible their Conduct had made to their Diſcredit. This was the Explanation given by Colonel Hannay to Mr. Middleton of the Motives of his Conduct to the Begums at that Period; and the Letters alluded to cannot poſſibly bear any other Conſtruction, without an Imputation on the Veracity and moral Character of the late Colonel Hannay, which his Reputation and general Conduct in Life will not warrant.

The Teſtimony of Colonel Hannay cannot now be had, but his Explanation to Mr. Middleton of the Motives of his Conduct to the Begums and their Agents at that critical Conjuncture of his own and the National Affairs, that Gentleman will be ready at any Time to certify on Oath; and the Evidence of Captain Gordon may poſſibly throw further Light upon the Subject.

Answer to the Fifth Charge.

FURRUCKABAD.

IN a Government constituted like that of Furruckabad, it was extremely difficult, and perhaps nearly impoſſible, to form any regular permanent Syſtem. The Nabob Mozuffer Jung, as he is deſcribed by every one, was a weak incapable Man, and had the Misfortune generally to be under the Guidance of Counſellors nearly as incapable as himſelf, and wholly deſtitute of Principle. Upon Mr. Briſtow's firſt Appointment to the Court of Oude, when I was a mere Cypher in the Government, he inveſted Mirza Abdoola Beg with a controuling Authority over the Affairs of the Nabob of Furruckabad, which he exerciſed in the Name of the Nabob Vizier, but in Effect under the excluſive Directions of Mr. Briſtow himſelf. The Nabob Mozuffer Jung grievouſly complained of the Oppreſſion of Abdoola Beg. I am free to confeſs, that we interfered very improperly in the Affairs of Furruckabad, and that in Fact the Appointment might with more Propriety be called the Appointment of Meſſrs. Francis and Wheler than my own. The peculiar Circumſtances of Mr. Shee's Situation, which I forbear to detail to this Honourable Houſe, rendered it neceſſary, if poſſible, to procure him an Appointment *out of Calcutta*; and the Board ſent him, with my Conſent, to Furruckabad. This, however, was an Expedient of no Avail, for equally loud were the Complaints of Mozuffer Jung againſt the Company's Agent; and notwithſtanding the ſuppoſed Improbability of his ſoliciting Redreſs from the Vizier, who was conſidered as the Source of all his Grievances, he actually did ſupplicate him to procure the Recall of Mr. Shee, declaring the utmoſt Readineſs to receive any Native Agent his Excellency might depute. Mr. Shee was recalled at the Requiſition of the Vizier, who was left to adjuſt his Claims with Mozuffer Jung in the beſt Manner he could: But it did very early appear to my Judgment, that Mr. Shee's Removal had given place to the Exerciſe of a ſtill worſe Tyranny; and Mozuffer Jung having made heavy Complaints againſt the Vizier's Agent, which he accompanied with an Offer of ſatisfying all the Demands of the Vizier, if the uncontrouled Management of his Affairs was reſtored to him, I again exerted my Influence againſt a very ſtrong Oppoſition, and procured, with great Difficulty, the Recall of the Vizier's Agent, leaving to Mozuffer Jung, as he had deſired, the entire Management of his own Affairs. But inſtead of the Meaſure being productive of the good Conſequences which I hoped, viz. relieving Mozuffer Jung from Oppreſſion, and ſecuring the Payment of the Nabob's Debt, it did in an extraordinary Degree tend to encreaſe Mozuffer Jung's Embarraſſments; for, from the Knavery of his Servants, he was deprived of the ſcanty Means of Subſiſtence which had before been allowed him, and during the whole Year not One Rupee of his Debt to the Vizier had been paid.

Under theſe Circumſtances, it would have been an Act of Injuſtice to the Nabob, without any Benefit to Mozuffer Jung, to continue our Interference.

The former Orders to the Reſident at Lucknow were therefore annulled; and inſtead of preventing the Vizier from recovering his Claims on Mozuffer Jung, which had been the Effect of our Mediation, he was directed to aſſiſt his Excellency with every Means in his Power to effect it. Mr. Willes was afterwards appointed the Reſident at Furruckabad, "from a Senſe of Submiſſion to the ſtipulated "Orders of the Directors;" and ſince my Departure from Bengal, the Council have thought proper to inveſt Mr. Willes with Powers, which I conceived we were not competent to give him conſiſtently with our Engagements with the Nabob Vizier. I am not reſponſible in the ſlighteſt Degree for the good or bad Government of Furruckabad; and I might, with equal Propriety, be arraigned for the Calamities which the late War has entailed upon Great Britain, as for the Misfortunes of Mozuffer Jung.

Anſwer to the Sixth Charge.

RAJAH of SAHLONE.

OF this Charge I know no more, than that I permitted, rather than ordered a Party of the Company's Forces, under the preſcribed, but general Deſtination, to purſue the Chief of a Herd of Banditti, which infeſted the Dominions of the Nabob of Oude, our Ally, to Death, the Puniſhment which he deſerved. For the Particulars of this Tranſaction, as of the principal Parts of thoſe which relate to the former Charge, I am alſo indebted to Mr. Middleton.

Bulbudder was formerly a Zemindar, or Landholder, under the Suba of Oude, but was deprived of his Zemindarry, and expelled the Country, many Years ago, by the late Nabob, or his Predeceſſor Sufdar Jung (for the Period is too far back to trace it with any Certainty) for Miſconduct. He took up his Reſidence in the Maratta or Bundelcund Territory, acroſs the River Jumna, and built or purchaſed a ſtrong Fort, to keep his Family and Effects in it. For many Years afterwards he conſtantly made Incurſions, with a numerous Banditti, into the Vizier's Country, when the Crops were ready to gather in, and levied very heavy Contributions on the Farmers, which they were obliged to comply with, to ſave their Harveſt from Deſtruction. He was repeatedly proceeded againſt by the late Nabob; but his Motions were too ſudden and rapid to be counteracted by Force, and he had generally accompliſhed his Object, and returned to his ſtrong Hold with his Booty, before a Detachment could be brought to act againſt him, and not unfrequently even before any Intelligence of his Invaſion had reached the Court. Upon the Diſtrict of Sahlone, which lay contiguous to his Retreat, and conſequently moſt ſubject to his Depredations, being given in Farm to the Bow Begum (for in the Time of Shuja ul Dowla ſhe had it on no other Footing) ſhe found it expedient, as ſhe could not always command a Force to be ſent to oppoſe him, to bribe the Traitor not to moleſt her Dependencies. He, however, notwithſtanding this Compromiſe, did continue occaſionally to levy Exactions on her Aumils, pretending that they were the unauthorized Acts of his Adherents; and the other neighbouring Countries he plundered without Mercy. The ſuppoſed Impoſſibility of putting an effectual Stop to his Depredations, and the great Injury the Country ſuſtained by them, did induce the Nabob Aſoph ul Dowlah to propoſe a Compromiſe, which, though eſtabliſhing a moſt dangerous Precedent, ſeemed the only Meanſ at preſent of remedying the Evil. The Rebel demanded 10,000 R. per Annum to ſpare only the Diſtrict of Sahlone, with a Reſervation of a Right of plundering and laying Waſte the reſt of the Vizier's Provinces at his Pleaſure.

In conſequence of this inſolent Demand, the Negociation, which was carried on through Major Gilpin, broke off; the Detachment was reinforced (for the Rebel had now 10,000 Men in Arms); and, by a fortuitous Concurrence of Circumſtances, this notorious Villain, a Robber and Murderer of the public Tranquility, was purſued to his Deſtruction. The Letters of Major Gilpin on this Subject are forthcoming, if neceſſary; and that Gentleman is himſelf on the Spot to give any further Teſtimony that may be required.

Anſwer to the Seventh, Tenth, Eleventh, and Twelfth Charges.

CONTRACTS, AND INCREASE OF ESTABLISHMENTS.

IN the 7th, 10th, 11th, and 12th Charges, I am accuſed of making improvident Contracts, and for a Waſte of the Public Money, by granting exceſſive Allowances in the [illegible] Branch of the Service: Theſe Charges I ſhall anſwer as fully and diſtinctly as the Materials which I poſſeſs, and the Time allowed to me, will permit.

In the 7th Charge it is aſſerted, that "it was the fundamental Rule of the Company's Service in "Bengal that all Contracts ſhould be publicly advertiſed, that they ſhould be granted to the loweſt "Bidder, and that in particular the Contract for Proviſions, and for Draught and Carriage Bullocks, "ſhould be Annual." I am charged with acting in direct Diſobedience to theſe Orders; Firſt, for not advertiſing for Propoſals; and Secondly, for prolonging the Periods for which I granted the Bullock Contract beyond One Year, and that I further acted againſt the Orders of my Superiors, who had not left me in this Caſe an Option, by declaring that I diſapproved of publiſhing for Propoſals, and that the Contract for Draught Bullocks had been reduced too low already. To the latter Part of this Charge I reply, that, according to my Conſtruction of the Company's Orders, they never were or can be meant, in any Inſtance, to leave their Adminiſtration in India without an Option. At ſuch a Diſtance from the Parent State, the Government upon the Spot muſt be veſted with a Diſcretionary Power; but where poſitive Orders are ſent, where thoſe Orders are diſobeyed, and the Reaſons aſſigned for ſuch Diſobedience are not ſatisfactory, Cenſure or Puniſhment invariably ought to follow. In my Opinion, the very Exiſtence of the Empire in Bengal depends upon our Army being in a Situation to move, if required, at the ſhorteſt Notice, and the Movement of our Army muſt always depend upon the State of our Draught and Carriage Bullocks. In the Year 1777, when the Board gave the Bullock Contract to Mr. E. Johnſon, it is a Fact of public Notoriety, that by having made that Contract Annual, and by granting it to the loweſt Bidder, it was taken lower, by 50 per Cent. than it was poſſible for any Man to keep the Bullocks fit for Service, provided the Contract had been fully executed, and the Number contracted for kept up. I appeal to the Records of thoſe Days to prove the Complaints of the Commanding Officers of the weak State of their Carriage Cattle; I appeal to our Revenue Conſultations to certify the Amount of the Deductions that were made from the Revenues for Bullocks violently ſeized, whenever any Detachment of our Army marched through any Part of Bengal or Bahar. To remedy theſe Inconveniences, and to fix the Contract upon ſuch fair and equitable Terms as ſhould inſure a ſtrict Performance of the Public Service, and afford to the Contractor the Proſpect of a reaſonable Profit for his Trouble and Riſk, I joined in giving the Bullock Contract to Mr. Johnſon in 1777, and the Contract for Elephants to Mr. Templar in the Year 1779. I heartily concurred with Sir Eyre Coote in granting the Proviſion and Bullock Contract to Mr. R. Johnſon for Five Years, thereby performing, in my humble Opinion, a moſt eſſential and important Service to the Eaſt India Company, my reſpected Employers. From 1779 to 1783 we were in a State of War with European and Country Powers; we had Two conſiderable Detachments of our Army upon Foreign Service, the one upon the Coaſt of Coromandel, the other in Guzzerat, and our Army in Bengal was fit for immediate Service: I can therefore confidently aſſert, that in every Point of View the Bullock Contract was highly advantageous to the Company; and ſo fully am I impreſſed with the Neceſſity of granting the Contract, or the Agency, for the Supply of Draught and Carriage Bullocks, upon fair and liberal Terms at all Times, that I took the Liberty to give theſe Sentiments to the Court of Directors ſince my Return to England, when they did me the Honour to aſk my Opinion of certain Military Arrangements which they had at that Time under Conſideration: And it will not be deemed irregular or indecent in me, I truſt, to quote to this Honourable Houſe the Opinion of a Gentleman (Sir George Wombwell) on the Subject of Contracts, who, at the Time he gave it, was a Member of this Houſe, and Chairman of the Eaſt India Company. Sir George ſaid, "That he believed putting up Contracts to public Sale "would be prejudicial to the Public Service. Men," he ſaid, "inadequate to the Performance of the "Contracts, would at all Times bid lower than Men of Ability and Reputation; [illegible] would "do much more Injury by ſerving the Public badly, than the Difference of Expence: [illegible] ſeen "Inſtances of it in the Contracts of the Eaſt India Company, and thoſe of a fatal Nature." I quote

these Sentiments, delivered in this House by Sir George Wombwell on the 4th of May [illegible], as a strong Confirmation of my own Opinion; and I affirm, that if Contracts had been given away in Bengal for short Periods, and to the lowest Bidder, more particularly Army Contracts, they would have fallen invariably into the Hands of irresponsible Men, and we might have had a very different Termination of the late arduous Struggle in India. We advertised, in the Year 1777, for Proposals for keeping in Repair the Cantonments of Burrampoor and Dinapore by Contract; an Ensign in the Service, a Mr. Foster, gave in the lowest Proposals; but the Board were sensible of the Impossibility of performing the Service for the Sum for which he was ready to undertake it, and we agreed to nominate Mr. Vanderheyden to perform the Duty by Agency; yet this was a direct Breach of the Company's Orders, and by the Reasoning in the Charge, we were left in this Case without an Option. I shall conclude my Observations upon the Contract for Draught and Carriage Bullocks with the following Quotation from the Letter of the Court of Directors to Bengal, of the 11th April 1781.

"General Coote remarks, that being in a State of actual War, it was unnecessary to set forth the "indispensable Necessity of having the Draught and Carriage Bullocks put in the best Train possible, because the Success of every Operation in War depends so very particularly on the bad or "good Condition of the Artillery Train; and in this Opinion we concur with the General.

"Upon the most impartial Consideration of all the Materials before us, we candidly allow your "System for the Provision of Cattle for the Service of the Trains to have been excellent, provided "you had advertised for Proposals, and thereby ascertained the lowest Terms procurable, with "good Security for Performance of the Contract; but the Offer, without advertising for Proposals, "appears to us very improper.

"We are nevertheless of Opinion, that provided the Terms were reasonable, it might not, for "the most obvious Reasons, be for the Good of the Service in Time of War to renew the Bullock "Contract every Year."

MARINE CONTRACT.

Upon the fullest Consideration, the Board determined, in 1777, to give the Master Attendant, and his Deputy, the Contracts for furnishing Pilot Sloops for the Ganges, upon the same Terms that it had been held by Mr. Keble—The Contract was renewed for Two Years, in 1779, and was faithfully, honestly, and œconomically performed: Of these Facts the fullest Proofs were transmitted to England. I humbly conceive that the Court of Directors have, upon fuller Information, and on more mature Consideration, approved of these Contracts; and also of the Contract concluded with Captain Forde for the Defence of the Chittagong River against the Incursions of the Muggs; because, as it is truly asserted in the Charge, "the Directors have not taken any Measures against "me for my Share in concluding them."

MR. BELLI'S CONTRACT.

The next Charge is, for giving the Agency for supplying the Garrison of Fort William with Provisions to my Private Secretary, Mr. John Belli. My Reasons are entered at large upon Record, and to these I shall refer in the Course of this Proceeding; but for the present I affirm, that by an authentic Account, entered upon our Consultations, the actual Profit of Mr. Belli's Agency, *for Three Years*, are proved to be One Lack and Two thousand Rupees, or £. 10,000 Sterling, instead of Sa. 15,970 *per Annum*, as it is erroneously asserted in the Charge to have been.—This Agency was afterwards converted into a Contract for Five Years: I deemed it of infinite Consequence to bestow it on a Man, in whose Integrity and Honour I could place the firmest Reliance; and the Court of Directors have never expressed the smallest Disapprobation of Mr. Belli's Contract. When I proposed originally to grant to Mr. Belli the Agency for supplying Fort William with Provisions, General Clavering calculated the Profits of this Agency to be £. 10,000 a Year: Upon that Occasion I assured the Court of Directors, that if they were pleased to require it, the Profits arising from the Agency should be paid into the Company's Treasury. The Court of Directors, *adopting the General's Calculation* as to the Profits, stated them *at* £. 30,000, and ordered that One Third of the Amount of them, or £. 10,000, should be paid by me into the Company's Treasury, when in Fact the Profits of the Three Years did not amount to more than £. 10,000. Upon receiving this Explanation, the Directors were fully satisfied.—I hope and trust, that this Honourable House will not adopt the sentiments of my Accuser; I shall content myself with denying, in the most public Manner, that I had any Connection, directly or indirectly, with Mr. Belli, in his Agency or his Contract, or with any other Person holding either Agency or Contract during my Government. I never expected so base and unworthy an Insinuation from any Quarter, and this is the only Reply I shall ever make to it.

ALLOWANCES TO SIR JOHN DAY.

Upon the Repreſentation of Sir John Day (a Gentleman intimately connected with my Opponents) to the Governor General and Council, in the Year 1779, of the Impoſſibility of his living in Calcutta upon his Salary, the Board, ſenſible of the Juſtice of the Repreſentation, agreed to allow 2,500 Rupees a Month to it, for Office Charges, Houſe Rent, &c.; but the Court of Directors were pleaſed to order this Salary to be diſcontinued, and their Orders were obeyed. At a ſubſequent Period, the Board, upon a Repreſentation from Sir John Day of the peculiar Hardſhip of his Situation, did agree to reſtore this Allowance to him of 2,500 Rupees a Month, taking an Obligation from him for the Repayment of it, if the Court of Directors, on a Second Repreſentation, ſhould diſapprove of its being continued to him.

SIR EYRE COOTE'S ALLOWANCES.

I am next charged with having formed an Eſtabliſhment for Sir Eyre Coote, and for having continued it, after Orders were received from the Court of Directors to diſcontinue it. In Reply to this Charge, I ſhall merely ſtate the Facts; if they will not exculpate me, I ſhall ſubmit with Willingneſs to any Cenſure or Puniſhment that this Honourable Houſe may think proper to inflict.

When Sir Eyre Coote arrived in Calcutta, in April 1779, he propoſed viſiting the Difference Stations of the Army, and he moved at the Board that a Field Eſtabliſhment ſhould be formed for him. The Allowances of General Stibbert, the Provincial Commander in Chief, as authorized by the Court of Directors, were very conſiderable; his Table Allowance alone was above £. 7,000 a Year; and Sir Eyre Coote's Allowances of every Kind, as ordered by the Court of Directors, £. 6,000 a Year. An Eſtabliſhment was formed for Sir Eyre Coote for Boats, Budgerows, Table Expences, Camp Equipage, &c. when in the Field, calculated, as I firmly believe, ſo as not to exceed the additional Expences which he incurred by his Abſence from Calcutta; for it was then only that he was to draw theſe additional Allowances. On his croſſing the Carumnaſſa, the Allowances were paid by the Nabob Vizier. In the Month of September 1780, he returned to Calcutta, and embarked for Madras with a powerful Reinforcement, and a large Supply of Treaſure, during the Height of the Monſoon, on a moſt important and hazardous Service. In the Month of April 1781, the Order of the Court of Directors arrived, diſapproving of the Allowances which we had granted to Sir Eyre Coote, and poſitively ordering them to be ſtruck off; and they were immediately diſcontinued. By what Authority Sir Eyre Coote continued to receive this Allowance from the Nabob Vizier I know not; but I have a faint Recollection of Mr. Croftes having mentioned the Circumſtance to me a ſhort Time before Sir Eyre was returning to Madras, in the Month of January 1783, and I have no Doubt of his having received my Authority to write to Mr. Briſtow.—Sir Eyre Coote was then on the Point of returning to Madras, with a Conſtitution worn out in the Public Service by Exertions almoſt beyond Belief. His Life was of the utmoſt Importance; I had not a Doubt of his Succeſs againſt Mr. Buſſy, could he have arrived in tolerable Health upon the Coaſt.—This was not a Time for me to diſpute any Point that could add to his Chagrin.—His Expences were conſiderable—He had Three ſeparate Eſtabliſhments; One at Calcutta, One at Madras, and the Third in the Field. The Allowance, as I underſtood, was voluntarily paid by the Vizier. I could have no private Intereſt of my own to gratify at any Period of our Connection, more eſpecially at a Moment when the whole World knew that Sir Eyre Coote could not live Six Months, having, when he returned to Madras, as he truly ſaid, "one Foot in the Grave, and the other at the Edge of it."—This Honourable Houſe is now in Poſſeſſion of the Tranſaction, and of my Motives for the Share which I had in it.

CIVIL ESTABLISHMENTS.

I am next charged with an immoderate Increaſe of the Civil Eſtabliſhment in Bengal. My Accuſer ſays, that in 1776, before the Death of Colonel Monſon, the whole Civil Expences did not exceed £. 295,339 per Annum; and that in the latter Period of my Government, in 1783, they had increaſed to £. 927,945 per Annum. This Aſſertion of my Accuſer is evidently unfair and fallacious. The actual Increaſe of Civil Charges in 1783, beyond 1776, is £. 63,226 Sterling, which was occaſioned by an Increaſe of Civil Servants in Bengal, by the Addition of ſome new Offices, and by the increaſed Salaries to other Offices of old Eſtabliſhment. Thoſe which my Accuſer calls "Civil," in 1783, are as follows:

General Department	—	—	—	338,657
Revenue Department	—	—	—	411,397
Commercial Department	—	—	—	41,019
Supreme Court of Judicature	—	—	—	58,042
Surgeons and Aſſiſtants	—	—	—	78,830
				£. 927,945

The First Head includes various Charges, which are strictly Military; the Second Head includes all the Expences of my Plan of 1780, for the Management of the Revenue arising from Salt; by which, after paying the Expence of £. 72,807, the Charge of the Salt Office, there remains to the Company a Nett Revenue of £. 603,076, and in the Year 1775-6, the Company sustained a Loss of £. 1,473 under the Head of Salt, as appears by a Paper printed by Order of this Honourable House, which contains an Account of the Annual Profits and Loss arising from Salt, from 1765-6 to 1783-4: Yet the Expence of this Office is One of my Accuser's Charges!!! The Second Head includes also the Expence of my Plan of 1781, for the Management of the Revenues of Bengal, Bahar, and Oriſſa, and for the Adminiſtration of Juſtice; a Plan that has been fully approved of by my Conſtituents, and, if I am rightly informed, it has been mentioned at the Bar of this Houſe or Parliament in Terms of warm Approbation, by the learned Counſel who were employed by the East-India Company to defend their Rights and Privileges, in November and December 1783. With reſpect to the Allowances granted to the Members of the Revenue Committee, and of the Salt Office, they are undoubtedly large; I recorded my Reaſons for propoſing ſuch ample Allowances, and I humbly preſume that the complete Succeſs of my Plans is a Juſtification for my Conduct in propoſing them. Mr. Dacres Anderſon, the Preſident of the Revenue Committee, a Gentleman whoſe Talents and Integrity are univerſally acknowledged, was ſelected by me to perform a temporary Service of the utmoſt Importance, attended with very heavy Perſonal Expences; I mean to negociate and conclude the Maratta Peace, for which he has received the Thanks and Approbation of the Company. The Second Member, Mr. John Shore, returned with me to England; he is a Gentleman of very great Abilities and of unimpeached Integrity. The Court of Directors have ſince appointed him to fill the Office of a Member of the Supreme Council at Bengal. The other Gentlemen who compoſed this Board were Men of Knowledge and Integrity, and ſelected as peculiarly adapted for the Offices to which I recommended them. I confidently aſſert, that under the Management of the Committee of Revenue, the Cultivation of the Country has been greatly improved, the Ryots have been protected, and the Revenues have been paid without Severity or Oppreſſion.

10th. THE SURGEON GENERAL'S CONTRACT.

In this Charge my Accuſer ſtates, that I gave the Surgeon General a Contract for ſupplying the Hoſpitals for Three Years, in Diſobedience to the Orders of the Directors. In Reply to this I affirm, that we received repeated Complaints of the improper Mode of tranſacting this Buſineſs. Upon full and mature Conſideration, I recommended my Plan in 1777; the Board could not determine upon the Propriety or Impropriety of Contingent Bills for Hoſpital Charges. Mr. Campbell, our Surgeon General, was a Gentleman of acknowledged Probity and Honour, and of exemplary Benevolence. The next in Rank, Mr. Williams, who was joined with him in the Contract, has been above Twenty Years the Surgeon Major of the Army; an undoubted Proof that the Advantages in this Branch of the Service are very inconſiderable. It had been a conſtant Complaint from the Commanding Officers of the Corps compoſing the Army, that the Emoluments of the Surgeons aroſe from the Number of Sick in their Hoſpitals, and therefore a Reform was neceſſary; theſe Emoluments were fixed by Lord Clive in 1765. I confeſs myſelf utterly unable to form any Plan by which the Office of Surgeon and Contractor could be ſeparated without great Injury to the Service, or without adding an additional Expence to the Company, or depriving the Head Surgeons of every Means of Subſiſtence. I am precluded by my Reſpect for this Honourable Houſe from going into further Detail upon ſuch a Subject.

11th. MR. FRASER'S CONTRACT.

My Accuſer in this Charge aſſerts, that I gave a Contract for repairing the Pools or Banks of the Rivers in Burdwan upon improvident Terms. I affirm that the Contract was concluded upon fair and reaſonable Terms, and that the Court of Directors have never ſtated the ſmalleſt Objection to it; that it was faithfully and honeſtly performed by the Perſon who held it. A Neglect of my earneſt Recommendations, as to another Contract of a ſimilar Nature, has been attended, ſince I quitted India, with the moſt fatal Conſequences. I repeatedly and ſtrongly urged to the Council the Neceſſity of effecting a complete Repair of the Banks of the Coſſimbuzar River, both above and below the City of Moorſhedabad, a Repair which, before the Commencement of my Adminiſtration, was effected by a Mhatoot, or ſeparate Collection from the neighbouring Diſtricts; but the Tax has long been abolished, and the Expence, during my Government, has been defrayed by the Moorſhedabad Treaſury. I laid my Plan before the Board, and recommended a very intelligent Perſon to carry it into Execution. The Board objected to the Expence, and quoted the Orders of the Court of Directors, who had diſapproved of the former Contract for this Service. I then urged them to form their own Plan, if they thought mine an improper or an expenſive one; I implored them to appoint a Perſon of their own Choice to perform the Work, for if ſomething was not ſoon done, very melancholy Conſequences were to be apprehended; I had not Influence enough to carry my Point in any Way: The Principle of Obedience was declared by my Colleagues to be the *Firſt* Principle of the Service, and the laſt rainy Seaſon the Banks were broken down; Half the City of Moorſhedabad, and Half the

Iſland

Cossimbuzar, have been under Water; many Lives have been loſt; Thouſands of the Poor Inhabitants have been reduced to Diſtreſs, and the Deduction from the Revenue muſt be very conſiderable in Conſequence of ſo unexpected an Event.

12th. OPHIUM CONTRACT.

I Am accuſed in this Charge of giving the Ophium Contract to Mr. Mackenzie in 1777, and to Mr. Sulivan in 1781. This Honourable Houſe has ordered a Paper to be printed, by which it appears, that from 1765 to 1772, when I ſucceeded to the Government of Bengal, Ophium was a Monopoly for the Benefit of India alone, and the Company acquired no Revenue from this Article. It was produced to the Company, during my Adminiſtration, £.534,009 Sterling; and it is an increaſing Branch of Revenue. I did not give the Contract to Mr. Mackenzie, or to Mr. Griffith, who preceded him; but I avow having given it to Mr. Sulivan, upon the ſame Terms that Mr. Mackenzie held it. I affirm alſo, that the Company benefited more by it during Mr. Sulivan's Management than Mr. Mackenzie's. I alſo affirm, that the Proviſion of Ophium ever muſt be a Monopoly, and that if it is ever put up to Sale, and granted to the loweſt Bidder, the Company will loſe the Revenue altogether, by Competition and Adulteration. I find my own Sentiments on this Subject, confirmed by the Opinion of one of my Colleagues, Mr. Francis, who obſerved, in a Minute on the Subject of this Contract in May 1775, "that he ſhould think it unadviſable to engage on "any long Terms with any Contractor." I claim the Merit of having created this Revenue to the Company, and in One Inſtance in the Courſe of my Government a Gentleman, whoſe Intereſt I had at Heart, has undoubtedly benefited by that Contract, which ſome Perſon or other muſt have had. I concurred in giving this Contract to Mr. Mackenzie in 1777; but if it could be ſuppoſed that I had been actuated in my diſtinguiſhed Conduct by the Motives which my Accuſer imputes to me, Mr. Mackenzie was the laſt Man in Bengal whom I ſhould have patronized, his Connections in this Country and in England having been invariably hoſtile to me. He went originally a Cadet to Bombay in 1770, and acted as Secretary to the late General Wedderburn; upon his Death he returned to England, and was ſent to Bengal with the Rank of a Factor in 1776, by the Influence, as I have always underſtood, of Lord Loughborough. He was on the moſt intimate Terms with my Opponent, Mr. Francis; and it is impoſſible for any Man to ſuppoſe that I could have any Private or Perſonal Motives to gratify, when I concurred in granting the Ophium Contract to a Gentleman whoſe Connections were ſo adverſe to me. I ſhould be aſhamed to notice ſuch trivial Circumſtances to this Honourable Houſe, if my Accuſer had not charged me with attempting to eſtabliſh a corrupt Intereſt in Great Britain, by the Diſpoſal of the Patronage annexed to my Station in India.

My Accuſer has taken much Pains to prove that I was guilty of Inattention to the Intereſt of my Conſtituents, by loading a quantity of Ophium in Two Ships, for the Purpoſe of remitting a conſiderable Sum on the Company's Account to China. I ſhall merely obſerve upon this Part of the Charge, that in the critical Situation of our Affairs in India, in the Year 1781, when private Merchants were precluded from the Purchaſe of Ophium, firſt by the Scarcity of Specie, and next by the Dangers to which Ships were expoſed in the Indian Seas, the Queſtion to conſider was this, whether I ſhould take the Chance of ſending Ophium, to China and the Eaſtern Iſlands on the Company's Account, in order to furniſh our Supra Cargoes at China with a ſupply of Specie, or ſuffer the Ophium to remain one Seaſon in Calcutta, and riſque the Detention of the Company's Ships for One Year at Canton. Mr. Wheler and myſelf, for the Plan was Mr. Wheler's, determined to make the Experiment. The Supra Cargoes gave the following Information to the Directors, which my Accuſer has carefully ſuppreſſed: "The Object of the Governor General and Council was, to raiſe a ſum of "Money to anſwer the Exigencies of the Company's Affairs in that Part of India, and at the "ſame Time to afford us a Supply for providing the Cargoes for the preſent Year. Had Ophium "not been imported in Portugueſe Ships, *and had the Captain obeyed his Orders, we have not the leaſt* "*Doubt but it might have ſold to conſiderable Advantage.* The Betſy was taken; had her Voyage been "accompliſhed, *we have great Reaſon to imagine, that the Honourable Company would have received, on* "*this Side Advantage from it.* She ſold as much of her Cargo as produced 59,600 Dollars, which "was paid into the Honourable Company's Treaſury here." The Ophium ſent to China and the Iſlands, in 1781, ſold for Ninety-three thouſand Three hundred and Forty-five Pounds Sterling, which was paid into the Treaſury at Canton. The Scheme was a temporary one, and the Neceſſity urgent both for raiſing a Sum of Money in Bengal, and remitting a conſiderable Sum to China. What my Accuſer means, by ſtating that I was guilty of a Breach of Truſt, by monopolizing an Article for which there was no Sale, I do not underſtand; had I thrown the Trade open, or relinquiſhed the Contract for One Year, the Revenue had been loſt to the Company for ever. From whence my Accuſer received the Information that Mr. Sulivan ſold his Contract to Mr. Benn, or that Mr. Benn afterwards ſold it to another Perſon, I know not: If the Fact is ſo, the Sale was made without my Privity or Conſent, nor can it be a Part of the preſent Queſtion.

I am accuſed of having appointed a Reſident to Goa, where the Company never had one before; that the Office was a nominal one, and given to a Perſon not in the Company's Service. The Appointment was made at a Moment when it appeared to the Board to be a very neceſſary Office, in the moſt critical Moment of the late War; it was given to a Gentleman who had been ten Years Governor of Bombay, and was reduced by unexpected Misfortunes, in the Decline of Life, to ſeek in private

private Station to India. The Court of Directors recommended him to our Notice; he was ordered to be treated with Reſpect and Attention, in conſequence of the high Station he had filled. I did not create the Office of Reſident at Goa for Mr. Crummelin; I never ſaw him until he arrived in Bengal, and had then no Connection with him; but I conceived, at the Time I conferred the Office upon him, that it would be approved of by the Court of Directors.

MR. AURIOL'S AGENCY.

I am next charged with giving to Mr. Auriol, our Secretary, the Agency for the Supply of Rice and Proviſions for the Preſidencies of Madras and Bombay, upon very improvident Terms; I appeal to Mr. Auriol's moſt excellent explanatory Letter, to my Minutes, and to the Proceedings upon this Subject, for my complete Juſtification. Mr. Auriol received 15 per Cent. Commiſſion for the Firſt Year, and 5 per Cent. from that Time; he performed the Service with which I entruſted him with uncommon Diligence and Fidelity; his Merits are well known to the Court of Directors, and have been acknowledged by them. The Supplies ſent from Bengal in the Year 1782, the Firſt of Mr. Auriol's Agency, were ſo very ample and conſiderable, that we reduced the Commiſſion from 15, which had been the cuſtomary Rate allowed for theſe Services, to 5 per Cent. What my Accuſer means by ſaying I was guilty of a Deception, I cannot underſtand; Mr. Auriol was entitled to receive Ready Money for his Purchaſes, but from the State of the Treaſury in 1783, we had it not in our Power to diſcharge his Bills as they became due: Treaſury Orders were given to him, and, in common with other Orders of a ſimilar Nature, they bore an Intereſt of 8 per Cent. until diſcharged; which was in Fact a conſiderable loſs to Mr. Auriol, as he was compelled to pay 10 and 12 per Cent. for the Money he borrowed to complete his Purchaſes, while he received an Intereſt of 8 per Cent. only for Sums due to him from the Company. In fact, what my Accuſer has ſtated as an Advantage to Mr. Auriol, and a Deception on my Part, was a very great Loſs to him, and a conſiderable Drawback from the Profits of his Agency. Before this Honourable Houſe ſhall adopt the Sentiments of my Accuſer, I am well convinced they will conſider the critical Period at which I adopted the Meaſure complained of, the prodigious Supplies that were ſent, and the unexampled Efforts that were made to avert the Miſeries of the Famine which raged with Violence at Madras, and on the Coaſt of Coromandel.

I muſt however allow, that the Civil Expences during the latter Period of my Government were increaſed, but to a very inconſiderable Degree indeed, when compared to the Enormity of the Sum at which my Accuſer has erroneouſly ſtated the Increaſe. I affirm the Increaſe in the Civil Eſtabliſhment to have been £. 65,226 only, and my Accuſer has ſtated it at more than £. 700,000, by including Civil, Military, Commercial, and Revenue Departments under one Head. If the Honourable Houſe ſhall adopt this Charge, I am fully prepared to prove my Aſſertion. For the preſent I ſhall obſerve, that by an Account upon the Table of this Honourable Houſe, it appears that in the Year 1771-2, the Revenues of Bengal, after paying all Expences of Collection to European and Native Servants, were — — — — — — 2,126,766

That in 1784-5, after paying all Expences of all the Eſtabliſhments of the Revenue and the Adminiſtration of Juſtice, they were — — — — 2,072,963

53,803

So that with every Addition of Expence in the Revenue Branch, where the Allowances certainly were very conſiderable in order to preclude ever Temptation to unfair Emoluments, the Nett Revenue of 1771-2 exceeded that of 1784-5 in the Sum of £. 53,803 only, notwithſtanding the prodigious Supplies furniſhed by Bengal during the War. But there remains to be added to the latter Period Two Branches of Revenue, one of which did not exiſt in 1771-2, and the other has been very greatly inceaſed. In 1771-2 the Company had no Advantage from Ophium.

In 1783-4 the Nett Revenue amounted to	— —	—	78,300
In 1771-2 Salt produced	— — —	61,663	
In 1783-4 — — —	—	603,076	
			542,613
Exceſs in 1783-4 — —	—	542,613	£. 620,913
Deduct Exceſs of Revenue in 1771-2	—	—	53,803
Remains	—	—	£. 567,110

From this Statement it appears, that during my Government, after defraying the Revenue Expences of every Denomination, there was an actual Increaſe of £. 567,110 in the Reſources of Bengal alone.

Yet I will not affirm that the Charge is abſolutely groundleſs; there never yet was a Syſtem of Public Œconomy, in which it could not in a Degree apply. The Eloquence of my Accuſer has been

been often employed, as I have been informed, in exposing the enormous Contracts which were concluded, and the unprofitable Loans which were made, during the late calamitous War, by an unfortunate Minister; with what Justice it would ill become me to determine. I am ready to allow, that some of our Offices in Bengal were over paid, nor were the Emoluments allotted to all exactly proportioned to their Importance, or the Ability required for discharging them. Men were not invariably appointed to Offices to which they were suited, or best suited, by their Talents, Experience, and Integrity; it is impossible that they should, when the Power of Patronage is in many Hands, and established under the Influence of Personal Favour, or of superior Patronage. The Wisdom of the Legislature has now applied a Remedy for Evils which existed in the Governments in India, during the Period that I was at the Head of the Administration in Bengal.

Anſwer to the Eighth Charge,

RECEIPTS and PRESENTS.

BEFORE I enter on my Defence againſt this Article of Charge, I muſt premiſe that ſome Parts of it relate to Tranſactions which paſſed Fourteen Years ago; and what is very remarkable, Tranſactions, which at *that Period* received the entire Approbation of my Employers, are now converted into Acts of Criminality. I therefore lay my Claim to plead the Sanction of the Court of Directors, for a full Acquittal of my Conduct in every Inſtance where I can produce it; and this Honourable Houſe muſt ſee the Juſtice and Neceſſity of this Claim, for if it be not admitted, there never can be an End to the Controverſy, and they muſt for ever be trazed with a Repetition of the Volumes which have been already written on this exhauſted Subject.

In this Article my Accuſer charges me with "the Receipt of large Sums of Money corruptly "taken before the Promulgation of the Regulating Act of 1773, contrary to my Covenants with the "Company, and with the Receipt of very large Sums taken ſince, in Defiance of that Law, and "contrary to my declared Senſe of its Proviſions." And he uſhers in this Charge in the following pompous Diction:—"That in March 1775 the late Rajah Nundcomar, a native Hindoo of the "higheſt Caſt in his Religion, and of the higheſt Rank in Society, by the Offices which he *had held* "under the Country Government, did lay before the Council an Account of various Sums of "Money, &c." It would naturally ſtrike every Perſon, ignorant of the Character of Nundcomar, that an Accuſation made by a Perſon of the higheſt Caſt in his Religion, and of the higheſt Rank by his Offices, demanded particular Notice, and acquired a conſiderable Degree of Credit from a prevalent Aſſociation of Ideas; that a nice Senſe of Honour is connected with an elevated Rank of Life: But when this Honourable Houſe is informed, that my Accuſer knew (though he ſuppreſſed the Facts) that this Perſon of high Rank, and high Caſt, had forfeited every Pretenſion to Honour, Veracity, and Credit; that there are Facts recorded on the very Proceedings which my Accuſer partially quotes, proving this Man to have been guilty of a moſt flagrant Forgery of Letters from Munny Begum, and the Nabob Yetram-ul-Dowlah (independent of the Forgery for which he ſuffered Death), of the moſt deliberate Treachery to the State, for which he was confined, by the Orders of the Court of Directors, to the Limits of the Town of Calcutta, in order to prevent his dangerous Intrigues; and of having violated every Principle of common Honeſty in private Life; I ſay, when this Honourable Houſe is acquainted it is from mutilated and garbled Aſſertions, founded on the Teſtimony of *ſuch an Evidence*, without the whole Matter being fairly ſtated, I do hope and truſt it will be ſufficient for them to reject *now* theſe vague and unſupported Charges, in like Manner as they were *before* rejected by the Court of Directors, and His Majeſty's Miniſters, when they were *firſt* made by General Clavering, Colonel Monſon, and Mr. Francis.

I muſt here interrupt the Courſe of my Defence, to explain on what Grounds I employed, or had any Connection with a Man of ſo flagitious a Character as Nundcomar. This hard and odious Taſk was impoſed upon me by the Court of Directors. It was their Orders that he ſhould be employed. Theſe Orders too were private and particular to myſelf, ſo that a rigid Obedience to the Will of my Superiors, and a ſtrict Performance of One of the ſevereſt Duties which could be required of me, ſubjected me for a Time, not only to the Obloquy of my Colleagues, but alſo to the Reproach of all Orders and Deſcription of Men in the Settlements, and at the ſame Time forced me to Communications with a Man, who knew that I both deſpiſed and deteſted him, and who, from theſe Motives, I foretold would one Day prove the Enemy he ſince proved himſelf. My Opinion of this Man has never varied, and it has been uniformly given at various Times on the Records of the Company. The Court of Directors too, when they directed me to employ him in the Inveſtigation of Mahomed Reza Cawn's Adminiſtration, were aware of the Difficulties they laid me under, and of the Danger of having ſuch an Agent; but being "ſatisfied that I was too well apprized of the Subtlety "and Diſpoſition of Nundcomar to yield him any Truſt or Authority which might prove detrimental to their Intereſt, and relying on my Wiſdom and Caution, they directed me to make uſe of his Intelligence to detect the Mal-Adminiſtration of Mahomed Reza Cawn, whoſe Power had been the Object of Nundcomar's Envy, and whoſe Office the Aim of his Ambition." In this Situation of Nundcomar's apparent Confidence with me, the Majority of the Supreme Council, in the Year 1775, thought him a fit Agent to deſtroy my Reputation, and eradicate my Authority, concluding that he had been truſted by me, and knowing that if he were, he would betray me.

Under theſe Impreſſions General Clavering, Colonel Monſon, and Mr. Francis, ſelected him for that Purpoſe, and here the Scene opens which the preſent Article exhibits, and which I ſhall now proceed to anſwer.

It is in vain that I have defended myſelf againſt ſome of theſe Charges, ſince they are renewed again and again; and all my former Explanations, which at the Time ſatisfied both my Employers and the Miniſters of Government, are forgotten, and conſigned to Oblivion. However, ſince the Accuſation is revived, I muſt repeat my Defence, and appeal to my former Vindication. My Accuſer ſtates, that, "inſtead of offering any Thing in my Defence, I declared I would not ſuffer Nundcomar to appear before the Board;" but he withholds every material Part of my Objections, and quotes only a ſingle Line, which he marks in Italics, out of a Page of Reaſons that I gave for objecting to the Proceedings of the Council at that Time, and which are as follow.

"A combined and declared Majority have ſtood forth as my Accuſers. I appeal, for the Truth "of this Aſſertion, to the whole Tenor of their Conduct ſince their Arrival in this Country, and to "the undoubted Evidences which appear on the public Records of the laſt Fifteen Days Conſul- "tations, that theſe Gentlemen are themſelves Parties, if not the Principals, as in my Heart I be- "lieve them to be, and ſuch the World eſteems them, and the Ranny of Burdwan, and Raish "Nundcomar, little more than Inſtruments and oſtenſible Agents, in the Accuſations preferred by "them againſt me.

"As little do I judge it conſiſtent with my own Honour, or your Intereſt, to ſuffer the First "Member of this State to be Perſonally arraigned at the Council Board, and expoſed to the In- "ſolence and Calumnies of a Miſcreant like Nundcomar. *Had the Majority been diſpoſed to accept "my Propoſition of appointing a Committee for proſecuting their Enquiries, either into theſe or the "Ranny's Allegations, they might have obtained the ſame Knowledge, and all the Satisfaction, in this Way, "that they could have expected from an Inquiſition taken by the Board at large*; their Proceedings "would have had the Appearance at leaſt of Regularity, and my Credit would have been leſs af- "fected by them. *The only Point which they could poſſibly gain by bringing ſuch a Subject before the "Board, was to gain a public Triumph over me, and to expoſe my Place and Perſon to Inſult.*

"Although I have declined entering, at this Time and Place, into a Refutation of the Accuſa- "tions which have been preferred againſt me, in the Names of Nundcomar and the Ranny of "Burdwan, yet I do not think it proper to paſs them wholly unnoticed.

"You are well informed of the Reaſons which firſt induced me to give any Share of my Con- "fidence to Nundcomar, with whoſe Character I was acquainted by an Experience of many Years. "The Means which he himſelf took to acquire it were peculiar to himſelf. *He ſent a Meſſenger to me "at Madras, on the firſt News of my Appointment to this Preſidency, with pretended Letters from the "Begum, and the Nabob Yetram ul Dowlah, the Brother of the Nabob Jaffier Aly Khan, filled with "bitter Inveſtives againſt Mahommed Reza Khan, and of as warm Recommendations, as I recollect, of "Nundcomar. I have been ſince informed, by the Begum, that the Letter, which bore her Seal, was a "complete Forgery, and that ſhe was totally unacquainted with the Uſe which had been made of her "Name, till I informed her of it. Juggut Chund, Nundcomar's Son-in-Law, was ſent to her expreſſly "to entreat her not to divulge it. Mr. Middleton, whom ſhe conſulted on the Occaſion, can aſſert the "Truth of this Story.* I have not yet had the Curioſity to enquire of the Nabob Yetram ul Dow- "lah whether his Letter was of the ſame Stamp, but I cannot doubt it.

"The Promiſe which he ſays I made him, that he ſhould be conſtituted Aumeen (that is, Inſpec- "tor General over the whole Country) and that I would delegate the whole Power and Influence "to him, is ſomething more than a negative Falſehood. He did Once or Twice intimate to me a "Wiſh of the Kind, but with ſo little Succeſs that for a While he wholly dropt it. On Mr. Reed's "Return from the Coaſt, where he had been on Leave of Abſence, Nundcomar made his Appli- "cation to him for the ſame Employment, hoping, through his Influence, to obtain it. Mr. Reed "deceived by his Suggeſtions, brought the Propoſition before the Board, and ſupported it with "Warmth, and it was rejected. The Manner in which this Matter had been introduced contains "ſtriking Proofs of the incendiary Character of the Man; and the Proceedings will ſhew the "Grounds on which the Propoſition was rejected."

It is further alledged, "that the Evidence of this Man, Nundcomar, not having been encountered "at the Time when it might and ought to have been, remains juſtly in force againſt me, and is not "abated by the Capital Puniſhment of the ſaid Nundcomar, but rather confirmed by the Time and "Circumſtances in which the Accuſer ſuffered Death." This Reaſoning is inconſequent and ma- cious. In the Firſt Place the Evidence of this Man *was encountered* by the Propoſition I made at the Time to the Majority, of *appointing a Committee for proſecuting an Enquiry into his Allegations*; Se- condly, theſe Allegations *were committed to the Hands of the Company's Solicitor*, for the Purpoſe of commencing a Suit againſt me where I muſt have encountered them, had they been thought ſuffi- ciently authentic to have maintained an Action; and, laſtly, I voluntarily offered to the Court of Di- rectors, in my Addreſs before mentioned, to ſubmit all my Tranſactions, of what Nature ſoever, to their Juſtice, in any Way or Form they ſhould preſcribe. But to this Hour they never have thought ſuch Accuſations, from ſuch a Wretch, worthy their Notice; and the Attorney General told them, in his Opinion, "*Nundcomar's Information goes for nothing.*"

To the malicious Parts of this Charge, which is the Condemnation of Nundcomar for a Forgery, I do declare, in the moſt ſolemn and unreſerved Manner, that I had no Concern, either directly or indirectly, in the apprehending, proſecuting, or Execution of Nundcomar. He ſuffered for a Crime

of Forgery, which he had committed in a private Truſt that was delegated to him, and for which he had been proſecuted in the Dewanny Courts of the Country before the Inſtitution of the Supreme Court of Judicature. To adduce this Circumſtance therefore as a Confirmation of what was before ſuſpicious from his general Depravity of Character, is juſt as reaſonable as to aſſert, that the Accuſations of Epſom and Dudley were confirmed, becauſe they ſuffered Death for their atrocious Acts.

It is alledged that "the Account laid by Nundcomar before the Council is ſtated with a minute "Particularity and Preciſion; the Date of each Payment ſpecified the various Coins in which it was "paid, and the *different Perſons* through whoſe Hands the Money paſſed;" and it is argued, "that "if no Advantage be taken of ſuch Particularity in the Charge, to detect the Falſehood thereof, and "no Defence whatever made, a Preſumption juſtly ariſes in Favour of the Truth of ſuch a Charge." In the Apprehenſion of every candid Perſon, the Preſumption muſt be exactly the Reverſe. Was if there were all thoſe minute Particulars to refer to, and ſo many Perſons to authenticate them, what prevented my Enemies, the Majority of the Board, armed as they were with full Power, from proving Facts ſo eaſily to be eſtabliſhed? And how can this Argument of there being *different Perſons* concerned, be reconciled to that of ſaying, the Death of a ſingle Perſon prevented all Proof; or that I, without any Influence, ſtopped the Courſe of their Proceedings, when is is further aſſerted in the ſame Charge, and almoſt in the ſame Breath, that "the Majority of the Board *continued to ſit and* "*examine Witneſſes*," and when it is evident they might have carried on the Buſineſs of their Inquiſition as fully and effectually without my Preſence as with it? To ſuch Contradictions are added bold Aſſertions in Violation of all Truth; and in order to ſupport a fallacious Principle of the Accuſer's own ſtating, the Charge affirms it is not true, as I have ſaid, "that it was repugnant to the Manners "either of the Muſſulman or Hindoo to take an Oath." Now it is not poſſible for me to have made an Aſſertion more true, or more generally acknowledged, than that *it is* repugnant to the Manners both of Muſſulmen and Hindoos to take an Oath. It has been proved by an Appeal that was made to eminent Perſons of both Religions: It may be proved by a Number of Witneſſes now in England, who know any Thing of the Cuſtoms of the Natives; and I therefore repeat the Aſſertion, and retort the Untruth on my Accuſer.

With regard to the Appointment of Munny Begum to the Office for which it is alledged ſhe was unqualified, and incapable of diſcharging its Duties, I ſhall only obſerve that it is One of the Inſtances wherein I ſhall avail myſelf for my Defence of the entire Approbation of the Court of Directors, to whom the whole Particulars were minutely detailed, and by whom they were highly approved.

The next Perſon who is produced is Kan Jehan Khan; and I muſt again refer to the Proceedings of that Time for a full Account of this Meaſure. The ſimple Fact is, that an obſcure Individual, a Native of Bengal, preſented a Petition to the Supreme Council on the 30th March 1775, ſetting forth that the Foujedar of Houghley, Khan Jehan Khan (a Man of high Rank and Office) was allowed 72,000 Rupees a Year, 40,000 of which he had paid to me and my Banyan, and that he would do the Duty himſelf for 32,000, by which the Company would ſave 40,000 Rupees a Year. So extraordinary a Petition as this, in which a low and obſcure Individual deſires a Poſt of high Truſt and great Importance, on the novel Plea of obtaining 32,000 Rupees a Year for himſelf, who had never been in any Office of a Tythe of the Value, was, I believe, never preſented to a Public Body. However, he had accuſed me, and that was ſufficient for the Majority to ſummon him before them. He was aſked by them, who he was, and in what Condition of Life? The Man replied, "In no Employment now; I was a Farmer of Eunlooks." Two Evidences were then called, who directly contradicted each other. Notwithſtanding this, the Majority declared their Belief of the Charge; Khan Jehan Khan is next called upon; and becauſe he declined to take an Oath, pleading that it was repugnant to the Manners of his Country, and in this Inſtance to every Idea of Juſtice in any Country, he is diſmiſſed from his Office for contempt of Authority. Soon after the Death of Colonel Monſon he was reſtored to his Office; and all Queſtions being carried by my Caſting Vote (ſays the Charge) and that Reſtoration not having been preceded, accompanied, or followed, by any Explanation or Defence whatſoever, or even by a Denial of the ſpecific Charge of Colluſion with the ſaid Khan Jehan Khan, the Truth of the ſaid Charge is confirmed.

To this Article I have only to reply, that the Charge carried Falſity on the very Face of it, from the Contradiction of the Witneſſes who introduced it: I ſolemnly declare, that as far as relates to myſelf, it is wholly falſe and groundleſs; and I believe it to be falſe as it relates to my Banyan; but as I thought Khan Jehan Khan had been diſmiſſed without any Crime, it was but juſt to give my Vote for his Reſtoration.

Much Streſs is laid upon a Declaration repeatedly made by me in my Letters, "that it was my "fixed Determination, moſt fully and liberally to explain every Circumſtance on the Points on "which I have been arraigned, not doubting both to convey the cleareſt Conviction of my own "Integrity, and of the Purity of my Motives for declining a preſent Defence of it."

In my Addreſs to the Court of Directors of the 5th March 1775, I informed them, "That the "Allegations of Rajah Nundcomar have been committed to the Hands of your Attorney, for the "Purpoſe of commencing a Suit at Law againſt me, in the Name of the Company, for the Recovery "of Sums ſaid to have been received by me from Munny Begum in the Year 1772: I reſerve my "Defence for the ſame Channel, not chooſing to give my Adverſaries an Advantage, by anticipating "it, nor to beſpeak your premature Judgment on a Cauſe thus depending." When theſe Allegations were tranſmitted to the Court of Directors, they in like Manner referred them to the great Law Officers for their Opinions, which I beg Leave to quote.

Mr. Attorney General,

" Munny Begum was certainly a Perſon within the Deſcription of the Deed of February 1775; but the Caſe ſeems to aſcribe the 150,000 Rupees in Queſtion to Entertainment afforded the Governor in his Progreſs, according to ſome eſtabliſhed Uſage; nay, it ſeems to ſuppoſe that his Expences, if they had not been defrayed according to the Uſage, would have been paid by the Company, but were not.

" The Evidence as here ſtated is ſtill more defective; if the Appendix is adopted by the Directors, and meant to make a Part of the Caſe, *it throws Diſcredit upon all the Information ſo collected.* Nundcomar's Information goes for nothing. If he were otherwiſe credible, this makes but one Article *among others which ſeem to be diſbelieved.* Upon the Whole, I ſee no Evidence ſufficient in my Judgment to maintain an Action."

Mr. Serjeant Adair,

" I have conſidered this Caſe, and conſidered the Evidence as attentively as the Time will admit.

" With reſpect to the Evidence, the Matter is by no Means clear. The Charge ſeems to be confined to the Lack and Half of Rupees for the Governor's Entertainment at Moorſhedabad. I think there may be ſome Doubt whether, if the Fact reſpecting the Sum given for Entertainment was fully eſtabliſhed, it would amount to ſuch a clear and direct Breach of the Covenant as would entitle the Company to recover.

" At all Events, I cannot think it adviſeable for the Company to commence a Suit againſt Mr. Haſtings upon ſuch Evidence as ſtated in this Caſe, *eſpecially under the Circumſtances, and in the Manner it appears to have been obtained.*"

Mr. Dunning,

It appears to me difficult to reconcile the Evidence ſtated, and impoſſible to judge of the Credit due to any Part of it, without fuller Information; *particularly as to the Manner in which it is ſuggeſted to have been procured.*

Mr. Smith, the Company's Solicitor's Opinion.

" Upon the Whole of this Evidence, I cannot bring myſelf to think that there is ſufficient Ground for the Company to commence a Suit againſt Mr. Haſtings, for Recovery of thoſe Sums to which my Obſervations are confined; I mean all Sums ſtated, except the Lack and Half upon which the Opinion of Council has been taken. The Proof is exceedingly confuſed; but, *when I conſider the Eagerneſs the Majority of the Council have ſhewn to eſtabliſh theſe Charges, the extraordinary Meaſures they purſued*; the very eaſy Method of proving the Facts, if true; the very ſlender Proof (if any) that is given; the Obſervation ariſing upon the Face of the Proof; and the flat Contradiction of Munny Begum; theſe various Circumſtances in my Mind amount almoſt to an abſolute Conviction, that the Story cannot be true. If the Fact had been true, the Perſons mentioned by Nundcomar as thoſe through whoſe Hands the Four Firſt Articles were paid, might have been examined, and they muſt have proved the Facts; but it does not appear that any One of them was called upon, although moſt of them were reſident at Calcutta. *This Proof would have been eaſy and certain.* As to Nundcomar, if his bad Character was not too well eſtabliſhed not to deſerve Credit, *the Manner in which he tells the Story would deſtroy his Credit.*"

Now when the Court of Directors, inſtead of aſking any Explanation from me on any of theſe Allegations, referred them to a Courſe of Law; when the Lawyers to whom they were referred not only thought them too vague and inſufficient to maintain an Action, but even condemned the Facts on the Informer's own Statement of them; when the Characters of my Accuſers themſelves ſuffered from their intemperate Conduct, and the notorious Infamy of the Agents they employed to deſtroy my Reputation; and when, after every Effort of Miniſtry and the Directors to criminate me, I was acquitted of theſe unfounded Charges, and repeatedly re-appointed to my Station of Governor General; After all theſe Circumſtances, is it any Crime in me not to have explained, what to the preſent Moment I have never been called upon to explain?

I now come to that Part of the Charge, in which I am accuſed of having at different Times, ſince the Promulgation of the Act of 1773, received various other Sums, contrary to the expreſs Prohibition of the ſaid Act, and to my own declared Senſe of the evident Intent and Obligation of it.

I hope this Honourable Houſe will not think it neceſſary for me to anſwer all the irrelevant Matter in this or any other Charge; but that they will think I exculpate myſelf ſufficiently from any Offence to the Law they have enacted, if I prove that the Sums I have acknowledged, and am here charged with having received, were not taken, according to my Judgment, in Violation of the Ordinances of that Law, but under Circumſtances which, in my own Opinion, fully juſtified me. I make this preliminary Remark, becauſe I find in this Charge much Cavil, and a great deal of Criticiſm on the Expreſſions of my ſeveral Letters to the Court of Directors on theſe Subjects. For Inſtance; It is argued that I had not alienated the Sums depoſited in my Name, although I have expreſsly ſaid I had endorſed the Bonds, or in other Words, that I declared them not to be my Property. There are Diſtinctions of Common Law in Matters of private Property, which I hope, it will not be expected I ſhould compare

therefore I shall proceed to reply to the general Principles of the Act, trusting to the Liberality of this Honourable House, to acquit me if they see no corrupt Motive in my Actions.

I beg it may be observed, that the First of these Presents was received in the Year 176[illegible], a Time when, as I have truly said to the Directors, "the Exigencies of the Government were my own, "and every Pressure upon it rested with its full Weight upon my Mind: Wherever I could find "allowable Means of relieving them, I eagerly seized them." It was in this Year, and at one of these distressful Periods I allude to, that I formed the Plan for drawing Mhadajee Scindia from Guzerat to the Defence of his own Dominions, in Hopes of laying the Foundation of that Peace with the Marattas, to which this Measure did afterwards so greatly contribute. This Plan was opposed by Mr. Francis, then a Member of the Council, on the Plea, amongst others of little Importance, of the additional Expence we should incur by its Adoption. About this Time, Buxey Sadanund, the confidential Servant of Cheyt Sing, had been deputed to me in Calcutta by his Master, to acknowledge his former Ill Conduct, and to assure me of his implicit Obedience and Submission in future: He was also entrusted by his Master, to endeavour to procure a Remission of the Payment of the Annual Sum of Five Lacks of Rupees, which the Board had fixed as his Proportion of the Expences of the War.—I peremptorily refused his Request, but assured him, that on the Restoration of Peace, this additional Subsidy should cease; and that this was all he must expect—Sadanund wrote to his Master, and received a Commission from him, to give me the strongest Assurances of his future Obedience, and Submission to the Orders of Government; and he was further directed to request my Acceptance of Two Lacks of Rupees as a Present to myself. My Reply was, that I cordially received his Submission and Assurances of Obedience, but that I must absolutely refuse his Present, which I did.

Having been disappointed in the Execution of my Plan for attacking Scindia's Dominions, which I deemed, and which proved to be of the most material Consequence, and being thwarted in it by my Colleagues on the Plea of Expence, which was the only material Objection made to it, I determined to accept of the Offer which I before refused; and on my Return from the Council the Day I believe that my Plan was rejected, I sent to Sadanund, and told him I had re-considered his Master's Offer, and would accept the Two Lacks of Rupees, which I desired him to pay to the Sub-treasurer, Mr. Crofts, meaning to apply this Money to defray the Expence of the Expedition against Scindia, and thereby hoping to obviate the only Objection which had been made to this important Undertaking. Unfortunately I did not succeed in obtaining the Consent of Mr. Francis and Mr. Wheler, and was therefore concerned at having accepted this Sum from Sadanund, since the only Use to which I meant to appropriate it was frustrated; and I expressed my Vexation to Mr. Markham, my Secretary, as he (who fortunately for me is now in England) can attest. Upon mature Reflection, I determined neither to inform the Council of the Transaction, nor to return the Money to Sadanund, having once consented to accept it; I therefore suffered it to remain in the Company's Cash, as a Deposit for their Use, and by the next Dispatch to Europe I informed the Court of Directors of the Transaction, though I did not state to them from whom I received the Money—a Neglect which I should have studiously avoided, could I have foreseen the Consequences of it. I thought at the Time that I did all that was necessary, by declaring *that it was not my own, and that I neither could nor would have received it, but for their Use.*

After this Explanation I hope this Honourable House will acquit me of any corrupt Motive, or any View of private Advantage, in the Manner of accepting this Offer.

The rest of the Sums which are entered in the public Treasury Accounts, either as Money lent on Bond, or placed on Deposit, were taken, as I have already said, in the Time of the most pressing Necessity, in order to relieve the Exigencies of the State, which I felt so forcibly, that, attentive only to provide for them, I did not reflect on an Interpretation which might be put on my Actions totally foreign to the Purity of their Motives. I cannot better prove this Purity of Intention to the Satisfaction of the Honourable House, than by shewing that every Step I took in this Business led to a public Application of the Money; and to put it out of my own Power to benefit by the Acceptance of it.

I have already fully explained the Transaction of the Two Lacks of Rupees given by Sadanund; the Sum of 406,000 R', for which Bonds were given, was paid directly into the Company's Treasury for their Use, and never passed through my Hands; and in a few Months after the Receipt of it, when I was about to leave the Presidency to proceed up the Country on a Service liable to Personal Danger, I endorsed the Bonds payable to the Company, and left them in the Hands of Mr. Larkins, our Accountant General, with express Directions to deliver them up. I hope I need not detain this Honourable House by obviating the Cavil that an Indorsement on a Bond is not good in Common Law, though it is in Equity. I flatter myself it will be evident that I had no corrupt Motive in taking this Money; that it was bona fide for the Company's Use; that they and not I had the Benefit of it; and that the Alienation of my Right, by the Indorsement, was in Fact as effectual as a formal Transfer.

Two other Sums, of 232,000 Rupees, and of 58,000 Rupees, were paid into the Treasury, as received from me on Account of Durbar Charges; which is a regular Official Account, as much under the Inspection of the Supreme Council as all the other public Accounts, and consequently no Concealment could have been made or intended, and they hereby became immediately as much the Property of the Company as if they had been a regular Revenue.

The

The laſt Part of the Charge ſtates, That in my Letter to the Court of Directors of the 21ſt of February 1784, I have confeſſed to have received another Sum of Money, the Amount of which is not declared, but which, from the Application of it, could not be leſs than Thirty-four thouſand Pounds Sterling, &c.—In the Year 1783, when I was actually in Want of a Sum of Money for my private Expences, owing to the Company not having at that Time ſufficient Caſh in their Treaſury to pay my Salary, I borrowed Three Lacks of Rupees of Rajah Nobkiſſen, an Inhabitant of Calcutta, whom I deſired to call upon me with a Bond properly filled up; he did ſo, but at the Time I was going to execute it, he entreated I would rather accept the Money than execute the Bond. I neither accepted the Offer nor refuſed it, and my Determination upon it remained ſuſpended between the Alternative of keeping the Money as a Loan to be repaid, and of taking it, and applying it, as I had done other Sums, to the Company's Uſe; and there the Matter reſted till I undertook my Journey to Lucknow, when I determined to accept the Money for the Company's Uſe; and theſe were my Motives:—Having made Diſburſements from my own Caſh for Services which, though required to enable me to execute the Duties of my Station, I had hitherto omitted to enter into my public Accounts, I reſolved to reimburſe myſelf in a Mode moſt ſuitable to the Situation of the Company's Affairs, by charging theſe Diſburſements in my Durbar Accounts of the preſent Year, and crediting them by a Sum privately received, which was this of Nobkiſſen's. If my Claims upon the Company were not founded in Juſtice, and bona fide due, my Acceptance of Three Lacks of Rupees from Nobkiſſen by no Means precludes them from recovering that Sum from me. No Member of this Honourable Houſe ſuſpects me, I hope, of the Meanneſs and Guilt of preſenting falſe Accounts—I have never benefited by contingent Charges, or by retaining the Money of the Public in my own Poſſeſſion, for my private Emolument.

I have purpoſely refrained from any Remarks or Obſervations on ſome unfair Deductions and unjuſt Inferences in the Reaſoning of this Charge, as well as on ſome Aſſertions which are not true, in order to avoid breaking in upon the Narrative of theſe Tranſactions: But I muſt now take Leave to obſerve to this Honourable Houſe, that the Inſinuations which are made againſt me for not communicating theſe Circumſtances "till I was apprized of the Enquiries "made in the Houſe of Commons, and when a Dread of the Conſequences of theſe En-"quiries might act upon my Mind," are equally injurious and groundleſs. My Firſt Communication to the Court of Directors was dated the 29th November 1780, *when no Enquiry had commenced.* When I wrote my Letter to the Directors, in May 1782, I could not poſſibly have known of the Change of Miniſtry in the preceding March, which is another Conſequence alluded to.—But my Accuſer ſays, this Letter was not diſpatched till the 16th December 1782, and it might have been ſent ſooner.—To this I reply, that when I wrote this Letter, in May, the Lively was expected to be diſpatched every Day; that in the Courſe of Human Events it was probable ſhe would arrive in England before any other Ship; that her Detention was neither to be foreſeen nor prevented;—and, laſtly, a Gentleman of approved good Character, high in Station and Reputation, makes Oath, that the Letter was made up and ſealed for the Lively's Packet, and remained cloſed till the 16th of December, when it was opened for the expreſs and ſole Purpoſe of encloſing his Affidavit.—The Aſſertion, "that it does not any "where appear I have ſurrendered the ſaid Bonds as I ought to have done," is not true. They have been all ſurrendered, as will appear by the Papers now before this Honourable Houſe.

I have nothing more to add to this Reply, than that it will be found, on a Reference to the Act of 1773, which I am accuſed of violating—that the Prohibition of receiving Money is there ſtrictly confined to the Perſons not receiving it for his Uſe, or on his Behalf; and to aſſure this Honourable Houſe, in the moſt ſolemn Manner, that I never meant nor intended the Money ſo taken by me for any other Uſe than that of the State, which was, at the Time of its being taken, in ſuch imminent Danger and Diſtreſs, that every little Aid of this Kind became an Object of National Conſequence. I hope this Honourable Houſe will do me the Juſtice to believe, that a pure Principle of Zeal alone actuated my Conduct; but if I ſhould not, which I am unwilling to ſuppoſe for a Moment, poſſeſs their good Opinion, let me appeal to their Underſtanding, and aſk them, whether it is conſiſtent with Common Senſe, that a Perſon who meant to take Money corruptly for his private Uſe would ſelect for his Agents the Company's Public Officers, Men of eſtabliſhed Characters, or endorſe Bonds over to the Company which he meant for himſelf, or pay the Sums which he meant to appropriate to his own Uſe into the Company's Public Treaſury?

The Sum which I accepted for the Company's Uſe from the Nabob Vizier Aſoph ul Dowla (above Ten Lacks of Rupees) is ſo clearly ſtated, that I am only accountable, in the Opinion of my Accuſer, for having received it at all, and for preſuming to aſk the Court of Directors to allow me to receive it from their Bounty, on Account of the Inſufficiency of my own Fortune.—The Money I accepted for the Company, and I applied it faithfully to their Service—I had no corrupt Intereſt with the Court of Directors, I never ſought to obtain a corrupt Intereſt with them, but have always been anxious that the Court of Directors and the World at large would determine on my Conduct from my Actions, not from my Profeſſions.—I told them, with great Truth, that my private Fortune was inadequate to the Situation which I had ſo long filled in their Service, but I ſcorned at all Times to increaſe it by improper or unjuſtifiable Means; and I am as ready as any Man to aſſert, that with a very little Attention to my own Concerns, I ſhould at this Moment have poſſeſſed a Fortune far beyond my Wants, or my Wiſhes. This Honourable Houſe will, I hope, pardon me for this Digreſſion, the Subject in ſome Degree has forced me into it. Let me only add, that according to my Conſtruction

Conſtruction of the Regulating Act of 1773, I was left at Liberty to receive Money, provided it was to and for the ſole Uſe of the Company; and that I never entertained a Thought of receiving it upon any other Terms, nor did I ever mean to appropriate a Rupee of the Sums ſo received to my own Uſe, without the Sanction of the East India Company, my Employers. Whatever Imperfections there may be in my Character, and I have many, yet no Man who knows me will ſuppoſe me capable of aſſerting in Untruth, or, which is in Fact the ſame, of preſenting a falſe Account to this Honourable Houſe, or to my old and indulgent Maſters, the Proprietors of East India Stock.

Q Anſwer

Anſwer to the Ninth Charge.

RESIGNATION.

IN the Year 1776, Mr. Lauchlin Macleane, aſſuming Powers with which I had not entruſted him, propoſed to the Court of Directors certain Stipulations in my Name, which when communicated to me I refuſed to ratify. *Ten Years after*, in the Year 1786, that Refuſal is charged againſt me as a High Crime and Miſdemeanor. In the Whole of this perplexed Affair I am leſs committed than any of the Parties who acted or concurred in it; yet I am excluſively proſecuted for its real or ſuppoſed Conſequences. Mr. Macleane, who *exceeded his Commiſſion*, is dead; but I am not Inheritor *to his* Share of the imputed Culpability. The Committee of Directors who were appointed to inſpect Mr. Macleane's Powers; the Court of Directors, who acquieſced in a divided Report from that Committee; His Majeſty's Miniſters, who admitted the conſequent Acts of the Court of Directors without Inveſtigation, were all ſeparately and jointly intereſted in the Event, and are all much more reſponſible than myſelf; the Court of Directors at leaſt were under a Neceſſity of taking the earlieſt Steps to reſent the Inſult and redreſs the Injury which it is urged they ſuſtained; and Miniſtry were ſtill more obliged to Action, from the higher Importance of their Offices. Both Parties had only to unite, and they could have forced me from the Chair I refuſed to reſign. So far from doing this, a Court of Directors, conſiſting of a Majority of the ſame Members, and a Miniſtry with the very ſame Leader at the Head of it (who had been *a Party* to the Acceptance of Mr. Macleane's Offer, and *a Party* to the Diſappointment on my Refuſal) did, in the Year 1778, continue me in the Office I had ſo pertinaciouſly held, by a new Act of Parliament, and by a new Acquieſcence in my Nomination. What Part therefore of the Offence incurred, or of the Injuries produced by this Affair, can with Propriety be imputed to me? *Powers* which the Poſſeſſor confeſſed he dared not ſhew, were *admitted* and *acknowledged* by thoſe who *never ſaw them*; *Powers* which, if allowed to the Extent in which they are ſtated, would not entitle the Poſſeſſor to ſue for the moſt trifling Sum in any Court of Law in Europe, were allowed to be a legal Warrant for the Reſignation of £. 25,000 per Annum, by thoſe who would have indignantly refuſed to pay Five Pounds, if demanded on the ſame Powers. And *here* too was a Matter far above the little ordinary Concerns of pecuniary Negociation, or the partial Powers of a common Agency. *Here* an Office, of the firſt Importance in the whole Extent of our Empire, was to be bartered away with the ſlight and ſlovenly Informality of *General Declarations*.—No Letter of Attorney, no authentic Inſtrument, no formal Credentials, ſanctioned by my Hand and Seal.—A mere Selection and Compilation from different Paragraphs of a Paper, ſtated to be "Inſtructions to my Agent," is the whole Foundation of the Tranſaction. It was acknowledged by the Agent himſelf, that "the Powers with which he was entruſted were mixed "with other Matters, of a Nature extremely Confidential." Much of the Inſtructions therefore never *was*, nor *could* be, nor was *intended* or *expected* to be, communicated. How could the Directors be certain that the *Parts concealed* did not contain a *preciſe* and *poſitive Prohibition* to my Agent of aſſuming any ſuch Powers?—It was poſſible, and not improbable, at leaſt their Vigilance would not have ſlumbered ſo remiſsly over the *Chance* of ſuch a Circumſtance, had the Demand been of a pecuniary Nature: But of *Three Perſons* who were appointed *Examining Proxies* for the Directors on this Occaſion, *One*, Mr. Richard Becher, ſince deceaſed, openly declared *he* conceived the pretended Powers to be *no Powers at all*. Here was a Warning, One would have thought, to the moſt indifferent Temper. Credulity itſelf would here have taken the Alarm to diſcuſs the Subject with more Accuracy and Acuteneſs.—What then did the Two remaining Members of this Committee report? "That having conferred with Mr. Macleane, they found that, from the "Purport of Mr. Haſtings's Inſtructions, contained in a Paper in his own Hand Writing given "to Mr. Macleane, and produced by him to them, Mr. Haſtings declared he would not con-"tinue in the Government of Bengal, unleſs certain Conditions therein ſpecified could be ob-"tained, of which *they* (i. e. the Committee) ſaw no Probability:"—That is, becauſe a Committee, unknown to and unauthorized by *me*, ſaw no Probability of certain Events, *I* am made to declare I would not continue in the Government!!——Surely the Committee's Ideas of Probabilities were no Rule for my Conduct. What had an extraneous Committee's Opinions to do with my *private* Declarations to my own Agent? My Agent might have ſeen Probabilities, though the Committee ſaw none;—or there might have been Probabilities, though neither the Agent nor the Committee ſaw them;—or there might be a Poſſibility even *againſt* Probabilities;—or that which I had declared to

to my own Agent, I might chuſe *not to declare* to any other;—or I might think ſuch a Declaration (" mixed with other Matters of a Nature extremely confidential," and conveyed in a Paper of *private Inſtructions to a Confidential Agent*) *equivalent to no Declaration at all.* On ſo important an Occaſion *nothing* could conſtitute *a Power*, but a clear and formal Appointment, ſuch as " *I do hereby authorize* " *and impower you, Lauchlin M'Leane, in my Name, and on my Behalf, to reſign the Government of Bengal,*" or Words to that Effect. Surely the Security of Poſſeſſion is not leſs guaranteed *by Law* for the Office of Governor General, than for the moſt trifling Part of our private Property. Add to this, I have myſelf furniſhed ſubſequent Proof that I had never the remoteſt Intention of empowering my Agent to reſign in my Name. For between the Time of Mr. M'Leane's Departure from Bengal, and his Offer to reſign my Government, I had repeatedly, *thrice at leaſt*, ſignified in *public*, and *recorded Letters* to my Superiors, that no Inducement ſhould tempt me voluntarily to quit my Station until I ſaw an End to the Struggles in which I was then involved with the Council; that if I lived, I would ſee the End of it. My Letters to this Purport are dated in March, April, and October 1775.

My Refuſal to ratify the pretended Reſignation took place on the 20th of June 1777; and if I were warranted (which I have indiſputably proved above) in that Refuſal, all the conſequent Events which happened in Bengal are to be imputed to any, or all of the Parties to the original Error and Inadvertency. But in the Year 1778, I was appointed to the Chair *by a new Act of* Parliament: At that Time, therefore, my pretended Reſignation was known to Parliament, and it muſt have been underſtood to be a *valid* Act, or to be *invalid*. If *valid*, Parliament, and not *I*, were the Cauſe of Injury to General Clavering, by a Renewal of my Nomination: If *invalid*, Parliament, by the Sanction of a renewed Appointment, certainly acquitted me of having given ſuch Powers to Mr. M'Leane.

To the Firſt Article of Accuſation therefore, I reply, that if Mr. M'Leane had *no Powers (and none* are proved; on the contrary, I *have proved* that he *had none)* my Refuſal was no Breach of Faith with the Court of Directors, and His Majeſty's Miniſters. To the Second Article (" *Diſreſpect* " to the Directors, and His Majeſty") I know not what to anſwer; for how much ſoever I may abhor the Thoughts of ſuch *Indecorum*, I cannot conceive it to be any Part of an " impeachable High Crime " and Miſdemeanor." If the Reſignation were *invalid*, *ab initio*, as I have proved, my Refuſal was no Injury to General Clavering, and if it *were*, I ſhould ſuppoſe *Perſonal Injury* to have its Remedy at Common Law, *not* by Impeachment; and for the reſt of that Clauſe it would be juſt as regular to arraign a Thunder Storm for the Damage it might have done to a Steeple, as to impeach me for the Injury an Act of mine " *might have been to Mr. Wheler.*"

But the laſt Conſequences of my Refuſal are, that it was an " Act of ſignal Treachery to Mr. " M'Leane, &c. and prejudicial to the *Affairs* of the Company's Servants in India!"

Treachery, not to admit the Exerciſe of Powers I had not beſtowed!—*Treachery*, not to authenticate an Act performed without a Warrant, and operating moſt notoriouſly to my Prejudice!—*Treachery*, to ſet an Example of Regularity, of Firmneſs, and of Preciſion, in One of the moſt important Concerns of Life!!!—And how was it prejudicial to the Company's Servants, or rather how could it be conceived poſſible, that a Charge founded on ſuch lame Premiſes, and cloſed with ſo unaccountable, unpreciſe, and impotent a Concluſion, ſhould paſs for ſerious? as if it *were*, or *can* be, or *ought* to be, prejudicial to People in India that their Agents ſhould hereafter be required to produce the Powers by which they act;—that all Parties ſhould learn to be cautious in precluding the Poſſibility of Miſrepreſentations and Miſconceptions in Matters of Agency;—and that an exemplary Check to this unwarrantable Aſſumption of never-delegated Powers, ſhould prove a ſalutary Warning, and ſure Preventative of future Prejudice to all concerned in mediatory Tranſactions.

Before I cloſe this Article, I beg Leave to refer to *Two Letters of mine*, *One* indeed before the Houſe, addreſſed to the Court of Directors; the *other* not before the Houſe, a Letter to the Chairman of that Court, which I fear was never communicated to thoſe for whoſe Information and Conviction it was particularly intended. It is dated 27th Auguſt 1777, the Firſt Occaſion I had of writing Home on the Subject of my pretended Reſignation; and its Authenticity I can fully prove from my original Letter Book, now ready to be produced. This Letter incloſed full Copies of all the Inſtructions I had ever given to my private Agent, Mr. M'Leane, whom I commiſſioned ſpecially to unite with my other Friends, in procuring an Enlargement of my Authority, which as it then ſtood I had found inſufficient for any good Purpoſes of Government, and which by a very late Act the Legiſlature has been pleaſed to deem inſufficient alſo. It would have been very extraordinary had I furniſhed him with Powers to join my Enemies, and ſo become the very Means of depoſing me from that Station which it was the expreſs and ſole Purport of his Miſſion to ſupport and extend. Thoſe Powers, therefore, which by a partial or imperfect Statement had been ſtretched to an indefinite and unwarrantable Extent, I wiſhed by this Letter to have diſplayed to the Directors at large, as the moſt obvious and ready Proof of their ſpecific Limitations. Why they were ſuppreſſed by the very Chairman, who afterwards joined in a Letter of Cenſure for *my Suppreſſion* of them, I do not pretend to explain. Very unfortunately for me, I have not been able to find Copies of them at preſent, and conceive they muſt have been left in Bengal, with many other Papers which I did not imagine likely to be of public and immediate Importance. I profeſs myſelf to be very partially informed of the various Steps, which led to my propoſed Reſignation in 1776. I am convinced Mr. Macleane acted to the beſt of his Judgment; and if it were not an improper Requeſt, I would deſire to call upon a Noble Lord, who was at that Time the Miniſter, to ſtate to this Honourable Houſe every Circumſtance of that Tranſaction.

Answer to the Thirteenth Charge.

MR. RICHARD SULIVAN'S APPOINTMENT.

UPON this Charge I ſhall not detain this Honourable Houſe. Mr. Richard Sulivan accepted from the Nabob of the Carnatic, and from the Nabob's Creditors, a Commiſſion to act for them in Bengal, and produced Powers for that Purpoſe.

For Reaſons which ſtruck me as very forcible, and without a Wiſh wantonly or unneceſſarily to encroach upon the Rights of the Government of Fort St. George, I appointed Mr. Sulivan the Miniſter of our Government at that Preſidency. Of this Appointment the Court of Directors diſapproved and they diſmiſſed Mr. Sulivan from their Service, for having accepted of his original Commiſſion. Before I heard of his Diſmiſſion I propoſed to appoint him our Ambaſſador at the Court of Nizam Ally Cawn.—What Part of this Tranſaction is culpable, in ſo far as I am concerned in it, I know not, and I leave it to make its own Impreſſion upon this Honourable Houſe.

Anſwer to the Fourteenth Charge.

RANNA OF GOHUD.

Introduction.

I MUST apologize to this Honourable Houſe for the Length of my Defence upon this Article of the Charge. As it was a Charge of Breach of Faith in the Violation of a Public Treaty, which I have ever conſidered as a Crime of a moſt heinous Nature, as moſt pernicious in its Conſequences, and therefore required the fulleſt Refutation, I have been under the Neceſſity of entering into a connected and minute Detail of all the Occurrences of our Intercourſe with the Ranah for that Purpoſe; and theſe will ſhew that his Part of the Alliance conſiſted of a Series of unremitted Acts of the blackeſt Perfidy, and ours of as marked Forbearance.

This Charge, though compriſed in the ſmall Compaſs of Two Pages, contains ſo many artful Miſrepreſentations of Facts, apparently authenticated by partial Quotations and perverted Truths, that it will be difficult to give them a clear Refutation, without entering fully into the Subject.

It is affirmed in the Charge "that in the late War againſt the Marattahs, the ſaid Ranah of "Gohud did actually join the Britiſh Army under Colonel Muir, with Two Battalions of Infantry "and 1,200 Cavalry, and did then ſerve in Perſon againſt the Marattahs, thereby affording ma-"terial Aſſiſtance, and rendering eſſential Service to the Company." A Perſon inclined to Candour would have ſtated this Fact very differently: He would have ſaid, that the Ranah of Gohud was bound by the 5th Article of his Treaty with the Engliſh to furniſh 10,000 Horſe;—that the Commanding Officer, Colonel Camac, repeatedly applied to him on Behalf of the Engliſh Government, and at laſt could obtain no more than Two Battalions of Infantry, and 200 Horſe; and that the Ranah himſelf did not join our Army until no Alternative was left him but that of either taking a decided Part in our Favour, or being declared an open Enemy; that this was not until Ten Months after our Army had entered the Marattah Country, and that he ſtaid with our Army only a few Weeks, leaving it at a moſt critical Period before the Concluſion of Peace with the Marattahs; thereby *not affording material Aſſiſtance*, but cauſing eſſential Detriment to the Service of the Company.

In another Part of the Charge it is ſaid, "that he the ſaid Haſtings, in the Inſtructions given by "him to Mr. David Anderſon, for his Conduct in negociating the Treaty of Peace with the "Marattahs, expreſſed his Determination to deſert the Ranah of Gohud, in the following Words: "—You will of courſe be attentive to any Engagements ſubſiſting betwixt us and other Pow-"ers in ſettling the Terms of Peace and Alliance with the Marattahs: I except from this the "Ranah of Gohud; leave him to ſettle his own Affairs with the Marattahs." Who would not think from this that I had wantonly, and without Reaſon, deſerted the Ranah of Gohud? Who would ſuppoſe that in deſerting him I was juſtified by the ſtrongeſt Reaſons, and that theſe Reaſons are recited in the very Middle of thoſe Words, which as they are quoted in the Charge produce on the Mind the Effect of One connected Sentence? The real Words of the Inſtructions to Mr. Anderſon are as follows: "You will of courſe be attentive to any Engagements ſubſiſting betwixt us "and other Powers, in ſettling the Terms of Peace and Alliance with the Mahrattas: I except from this "Precaution the Ranah of Gohud, *who has been guilty of the moſt flagrant Breach of Faith towards "us in every Inſtance, after a moſt faithful and ſcrupulous Performance of every Stipulation in his "Favour by us, and after we have ſaved him and his Country from certain Deſtruction*: Leave him to "ſettle his own Affairs with the Marattahs." Here then are full and ſufficient Reaſons for my Conduct towards the Ranah. The Mind feels relieved from the Shock which it received, at the Idea of deſerting without a Cauſe a Man whom my Accuſer would repreſent as a faithful and ſerviceable Ally. I appeal to the Candour and Juſtice of this Houſe, if it is fair, if it is honourable, to draw a Criminal Charge thus againſt me from my own Expreſſions, and yet to omit thoſe Words which, if admitted, are a full Juſtification of me. The only Doubt that can remain is regarding the Truth of the Reaſons thus aſſigned: A few Words would not be ſufficient to clear up this Matter. I truſt, however, that this Honourable Houſe will ſuſpend their Judgment for a Moment; and I promiſe to remove every Doubt, by giving a full Account of the Ranah's Conduct towards us, exhibiting a Series of Treachery and Perfidy which it is to be hoped cannot be paralleled in European Hiſtory.

The Framer of the Charges againſt me then proceeds to obſerve, that "the ſaid Anderſon appears very aſſiduouſly to have ſought for Grounds to juſtify the Execution of this Part of his Inſtructions; to which, however, he was at all Events obliged to conform." If my Accuſer had thought proper to quote the Sequel of the ſame Paragraph of the Inſtructions, the Houſe would have ſeen, that Mr. Anderſon was enjoined to *obtain Intelligence* regarding the Ranah's Conduct; but not to *ſeek for Grounds* to *juſtify* the Execution of this Part of his Inſtructions; and that he was *not at all Events obliged to conform to it*; for he was to judge from that Intelligence, whether the Ranah was worthy of being any longer conſidered as the Ally of the Engliſh. The Words are theſe, and they immediately follow the preceding Quotation: "Colonel Muir will give you complete Intelligence regarding the Ranah's Conduct; and from this you will judge whether he is worthy of being any longer conſidered as our Ally."

But it is in vain to trace and point out all the Subtilties of this Charge. We might ultimately arrive at Truth by purſuing Fallacy through all its ſtudied Mazes, and expoſing it at every Turning to Detection; but how tedious, how intricate, and perplexing would be ſuch a Purſuit?—The eaſieſt and ſhorteſt Way will be to quit it altogether, and to follow the plain and ſimple Path of Truth. And I truſt that this Honourable Houſe will not think I unneceſſarily conſume their Time, whilſt I ſubmit to them, as ſuccinctly as poſſible, a plain Hiſtory of the Tranſactions which have paſſed betwixt us and the Ranah of Gohud, from the Commencement of our Connection down to the Period when his Treachery and repeated Breach of Engagements rendered him unworthy of our further Protection.

On the 2d December 1779 a Treaty was ſettled betwixt the Engliſh Government and the Ranah of Gohud, ſtipulating certain Conditions of Alliance, chiefly relative to the Marattah State, which was at that Time conſidered as the Enemy of both. As the Houſe is in Poſſeſſion of a Copy of this Treaty, I will not, unneceſſarily, intrude upon their Time, by reciting the ſeveral Articles of it; but ſhall proceed immediately on my Narrative.

At this Time the Marattahs had poſſeſſed themſelves of many of the Ranah's Diſtricts. Their Armies had laid waſte and plundered even the Environs of Ghode; and the Ranah, being incapable of oppoſing them, remained ſhut up in his Capital. In Conſequence of the Treaty he ſolicited our Aſſiſtance, and it was immediately given. In the Month of February 1780 Captain Popham, with a Body of Engliſh Troops, arrived at Ghode, and being joined by the Ranah's Forces, very ſoon compelled the Marattahs to abandon that Country. It was then thought adviſeable to carry the War into the Marattah Territories; and the united Forces, after repeated Marches, croſſed the River Sind, and arrived in the Cutchwagâr Diſtricts, where Captain Popham commenced his Operations, by laying Siege to Lohâr, which was reckoned the ſtrongeſt of all the numerous Forts poſſeſſed by the Marattahs in that Part of the Country. It was for ſome Time obſtinately defended; at Length, a practicable Breach being made, it was vigorouſly aſſaulted, and carried, with the Loſs of ſeveral Engliſh Officers, who fell in the Storm. On the Fall of Lohâr, all the reſt of the Cutchwagâr Country ſoon ſubmitted to the Engliſh and the Ranah.

According to the 4th Article of the Treaty, it was ſettled, that whatever Countries ſhould thus be conquered from the Marattahs, a Valuation ſhould be formed on the Receipts of the Ten preceding Years, and an Annual Tribute being ſettled as the Company's Nine-Sixteenth Proportion of the Revenue, the Countries ſhould be delivered over to the Ranah. Without waiting for the Form of ſuch an Adjuſtment, Captain Popham, relying on the good Faith of our Ally, delivered up to him the Fort of Lohâr in Two Days after its Reduction, and permitted him to eſtabliſh his Government throughout the Whole of the Cutchwagâr Country. An Aumeen or Commiſſioner was afterwards appointed to form the Valuation; but ſo many Difficulties were thrown in his Way by the Ranah's Officers, that it never could be effected; and though our Connection with the Ranah laſted for Two Years longer, and during all that Time he remained in quiet Poſſeſſion of theſe Territories, he never accounted for any Part of the Revenue to the Company.

The 2d Article ſtipulated, that the Expence of the Engliſh Forces ſhould be defrayed by the Ranah Monthly, at the Rate of 20,000 Rupees for each Battalion. Captain Popham was unwilling to make any Demand until ſome capital Service ſhould have been performed by our Troops; he deferred it therefore till after the Reduction of Lohâr; and as the Battalions under his Command were ſomething leſs in Number than the Company's uſual Eſtaliſhments, he was inſtructed by the Governor General and Council to remit 20,000 Rupees per Month in our Claim; but the Generoſity of Captain Popham, and the Juſtice of the Engliſh Government, were equally thrown away on the Ranah. The Service for which he had required our Troops was performed, and he thought that he no longer wanted our Aſſiſtance. He uſed every Evaſion to avoid the Payment; he pleaded Inability; he requeſted a Reſpite until the Harveſt could be reaped; and when he found that Captain Popham was poſitive in demanding a Supply of Money for the Relief of his Troops, who were then greatly diſtreſſed, he peeviſhly replied, that he would pay their Arrears, and that they might re-croſs the Jumna, and return to their own Country. One Month's Pay, in Part of the Arrears, was at length obtained; but as the Ranah would not pay the Remainder, Captain Popham did not think himſelf authorized to move without it; he continued therefore in the Ranah's Country; and although the Uſage he had met with might have damped the Zeal of a leſs active Officer, he loſt no Opportunity of promoting the Welfare of our faithleſs Ally. The Rains had now ſet in, and the Difficulties of Marching were very great; yet Captain Popham, with his little Army, moved from Lohâr in Purſuit of the ſtraggling Parties of Marattahs, who ſtill continued to infeſt the Neighbourhood. In theſe Operations he was alſo unſupported

unſupported; for the Ranah had returned to Ghode, and not more than 3 or 400 of his Troops remained with the Engliſh Army. By the ſpirited Exertions of Captain Popham, the Marattahs were ſoon totally driven beyond the Confines of the Ranah's Dominions; ſtill, however, they poſſeſſed the Fort of Guâliar; and it was evident, that if it was ſuffered to remain in their Hands, they might renew their Depredations and Encroachments on the Ranah's Territories, whenever he ſhould be deprived of the Protection of the Engliſh Forces; and it was our Intereſt to weaken their Power, and divert their Operations.

This Fort had long been reckoned impregnable. The enterprizing Mind of the Engliſh Commanding Officer was not to be diſcouraged by any Difficulties: He formed the Idea of reducing it, and for this Purpoſe encamped at about 11 Miles Diſtance, at a Place called Raypoor. The Ranah about this Time became more urgent than ever for the Return of the Engliſh Troops: But as he ſtill evaded the Payment of their Subſidy, Captain Popham could not comply. He ſhewed daily Signs of Diſcontent and Suſpicion; Meſſages were conſtantly paſſing betwixt him and the Maratta Officer in Guâliar; and it was generally reported that he would ſoon make Peace with the Marattas, and diſmiſs the Engliſh Troops from his Territories. So manifeſt, in ſhort, were the Signs of his Diſaffection, that Captain Popham could not truſt him with his Plans. Guâliar was aſſailed on the 3d of Auguſt 1780, in the Dead of Night, and taken by a Manœuvre which, for the Secrecy and Boldneſs of its Execution, equals any Thing to be met with in Hiſtory. The Glory of this Enterprize was reſerved for the Engliſh alone, as the Ranah was not informed of the Deſign, until he heard that, on the Morning of the 4th, the Engliſh Flag was diſplayed on the Walls of the Fort.

The Reduction of this important Fortreſs opened a new Source of Contention. Encouraged by the Eaſineſs with which we had delivered up our former Conqueſts, the Ranah claimed immediate Poſſeſſion of it. On the other Hand the Engliſh Government thought it neceſſary that this important Fortreſs ſhould remain in Poſſeſſion of our Troops, as during the Continuance of the War with the Maratta State the Safety of the Acquiſition might be hazarded, if it were left to be protected by the Ranah's. Theſe were the Reaſons ſet forth by the Board, in their Letter to the Court of Directors of the 26th Auguſt 1780. Additional Reaſons were however ſuggeſted at different Times, which though I do not give them as my Sentiments, for they were not mine, had their Influence on the Board in continuing for ſome Months to retain Poſſeſſion of this Fort. It covered the Expedition, which was at that Time projected, and afterwards carried into Execution under Colonel Camac; it was the Key of Indoſtan; it opened a Communication to Malva; it was a Pledge of the Ranah's Fidelity; and One of the Members gave his Opinion that "it ought to be kept to be made Uſe of in an Accommodation with the Marattas;" and in Strictneſs the Treaty between the Ranah and us did not expreſsly require that this Fort ſhould be delivered over to him until the Concluſion of the Peace with the Marattas. To quiet however, as far as poſſible, the Apprehenſions of the Ranah, I wrote to him a Letter containing the following Sentence; (7th September 1780, 6th Rep. App. 291) "I now "find that the Conduct of Captain Popham has given you Apprehenſions of the Sincerity of our "Intentions in this Point (the Delivery of the Fort). The Caſe is this, you yourſelf are well ac"quainted with the Importance of this Place to us both, during the preſent War with the Marattas; "and muſt be well convinced that the retaining Poſſeſſion of it is of the utmoſt Conſequence in the "future Operations againſt our Enemies in that Quarter. I muſt therefore requeſt that you will "ſuffer it to remain in our Poſſeſſion till the final Concluſion of the preſent War with the Marattas; "declaring to you at the ſame Time, that as ſoon as Peace ſhall have taken Place with them, the "Fort of Guâliar ſhall be delivered up into your Hands. It is yours, it is your Right, nor has "this Government any Idea of alienating it."

Mr. Francis's Minute, 26th September 1780.

But theſe Aſſurances had no Effect on the Ranah. He withdrew from the Engliſh. He refuſed to pay the Arrears of the Subſidy, and openly exclaimed that the Engliſh, in retaining the Fort of Guâliar, had broken their Faith with him. The Fear of Puniſhment however on the one Side, and his Hopes of ſome Time obtaining from us this Fort on the other, prevented him from taking a decided Part againſt us. Theſe Motives obliged him to preſerve ſome Appearances, whilſt he inveighed againſt us, and deterred all the neighbouring Rajahs from uniting with us.

Afterwards, when Colonel Camac arrived at Ghode, and it was thought expedient to make a Diverſion of the Maratta Forces, which were then oppoſed to General Goddard in Guzzerat, by carrying the War into the Heart of Madajee Scindia's Country, Application was made to the Ranah to furniſh 10,000 Horſe, agreeably to the 5th Article of the Treaty. For ſome Time he endeavoured to amuſe the Colonel with Promiſes; and at laſt, with great Reluctance, he ſent with our Army Two wretched Battalions of Infantry, and leſs than 200 Horſe, and theſe were, in Fact, rather an Incumbrance than an Aid, for the Colonel was obliged to ſubſiſt them with Money from the Company's Cheſt; and he has often been heard to expreſs Apprehenſions (which he affirmed were too well founded) of their deſerting to the Enemy.

The Rajah of Narwar, and every Chief who had Correſpondence with us, were loud in their Exclamations againſt the Treachery of the Ranah's Conduct towards the Engliſh;—they aſſerted, that he was treating with Scindia for his Safety, by deſerting us, and that he made a Merit with that Prince of his evading to join Colonel Camac. To this Period all the minuter Parts of the preceding Detail, which are inſerted to form the Connection, and all the Facts which do not appear on our own Records, are extracted from a Proteſt which was prepared by Colonel Camac againſt the Ranah, but which Conſiderations of Policy prevented him from delivering.

Such were the Diſadvantages under which Colonel Camac marched into the Marattah Country. The great Object of the Expedition was indeed accompliſhed, in drawing Mahajee Sindia from the Guzerat Provinces, where he had long powerfully oppoſed General Goddard, and obliged him to attend to the Safety of his own Dominions. But the Event had almoſt proved fatal to our Army, for when it had reached Seronge the Colonel found himſelf harraſſed on all Sides by Parties of the Enemy, his Proviſions were intercepted, and the Princes whom he expected to join him all ſtood aloof.

In this Situation, when the Army was reduced to great Diſtreſs for Proviſions, it was determined to return towards the Ranah's Country, and Letters were diſpatched to the Commander in Chief, deſiring that the Troops then ſtationed at Futtyghur, under the Command of Colonel Muir, might be ſent to ſupport them.

The Futtyghur Detachment was accordingly ſent, and arrived at Ghode on the 29th March 1781, where Colonel Muir received Intelligence of Colonel Camac's having ſurprized Sindia's Camp near Colares, on the 24th of the ſame Month, and of his having put the Mahratta Army to Flight, and taken ſeveral Guns and Elephants, and a Quantity of Ammunition. In the Letter which I received from the Colonel, dated 29th March 1781, on this Occaſion, there is the following remarkable Paragraph.

" My Accounts from Sippery further mention, that Letters have been intercepted from the Ranah " to Sindia, wherein the Ranah congratulates him on the Succeſſes which have attended all his " late Schemes in diſtreſſing the Engliſh Army, and warmly recommends Sindia's marching Part " of his Army into his Country, with Aſſurances of not only joining him with all his own Force, but " that all the Rajahs and Chiefs around are ready to follow the Fortune of Sindia; and indeed I " muſt confeſs that the Whole of the Rana's Conduct for ſome Time paſt has been ſuch as to give " ſome Grounds for crediting this Report; and without deſcending to Particulars, of which you " muſt have long ſince Information, I ſhall only beg Leave to obſerve, that ever ſince I have en- " tered his Country it has been with Difficulty I have procured a Sufficiency of Proviſions to anſwer " the Daily Conſumption in my Camp, although the greateſt Encouragement has been publiſhed " throughout the Country, nor has the Value of a Rupee been taken without paying for it; and all " *this I have the moſt poſitive Proof has been owing to Prohibitions publiſhed by our ſuppoſed Ally the* " *Ranah.* To this Treatment, where we add his late Evaſions and Non-compliance to every Re- " quiſition by Captain Palmer to march to Camac's Aſſiſtance—theſe are Circumſtances, which if " not abſolute Proofs of his Diſaffection, they are at leaſt ſtrong Indications to ſuſpect him, how " far Colonel Camac's recent Succeſs, and my entering this Country with ſo formidable a Force, may " operate on him to take a deciſive Part, a very few Days muſt now determine."

Colonel Muir did not arrive at Antry till the 4th of April, the many Diſappointments he met with in procuring Cattle to bring Supplies of Grain had delayed his Progreſs; and having had no Aſſiſtance from the Ranah, the Difficulties he experienced were beyond Conception. Every Perſuaſion in his Power was uſed, but to no Purpoſe, for the Ranah ſtill kept aloof, and his Example deterred any of the neighbouring Princes from eſpouſing our Cauſe.

About this Time a Meaſure was adopted by the Council of Fort William (then reduced to Two Members, myſelf and Mr. Wheler) which ought to have diſſipated all the Ranah's Suſpicions, and rivetted him to our Alliance for ever.

An Order was iſſued, on the 2d of April, for delivering up to him the Fort of Guâliar.—

Whilſt this Fort was kept in our Hands I could make every Allowance for the Suſpicions and even the Diſaffection ſhewn towards us by our Ally: But if any Thing could be offered in Extenuation of his Conduct, previous to the Delivery of it, what ſhall we ſay if we find him afterwards uniformly purſuing a Syſtem of Fraud and Treachery?

Colonel Muir, on the 30th May 1781, wrote to me from Jomgery, as follows: " Immediately on " my having received Advice of the Rana's being in Poſſeſſion of Gualior, I addreſſed him agreeable " to the Board's Inſtructions, Copy of which, with his Anſwers, and Tranſlations of each, I now do " myſelf the Pleaſure to encloſe you. So very evaſive and unſatisfactory a Reply had determined " me to proteſt againſt him without further Delay; but juſt as it was ready for Diſpatch I received " ſuch Information from a Gentleman of my Family, whom I ſent ſome Time ago to reſide with the " Rana (with Inſtructions to keep a watchful Guard over his Conduct) as inclined me to ſuſpend " my Proteſt for a few Days, and give him an Opportunity of reflecting on the Conſequences that he " had to expect, ſhould my Operations be procraſtinated through any Delay on his Part. I am further " induced to poſtpone puſhing him to Extremity, as I had received Advice of a Quantity of Grain " having been purchaſed and ready to be diſpatched from different Parts of his Country; and as " this Supply muſt arrive in a few Days, I ſhall, until then, defer my Proteſt, which I however ſtill " hope his Conduct will render unneceſſary. Report ſays, the Rana is collecting his Forces; and " he has declared to Lieutenant Gowan (now with him) that by the Expiration of the 12 Days " (mentioned in my Letter to him) he will join me with 3,000 Horſe, and 4 Battalions of his In- " fantry. The Sincerity of theſe Aſſurances a few Days will determine. I cannot pretend to de- " clare any fixed Opinion of the Rana's Sentiments. His Conduct muſt now be the only Criterion " to judge by; and it affords me a moſt ſincere Satisfaction, when I reflect that I muſt, in a few Days, " put him to the ultimate Teſt; when he muſt prove himſelf a faithful Ally, or I muſt declare him

" an open Enemy to the Company, whoſe Troops have ſuffered more than I wiſh to mention by his
" *elaſive treacherous Conduct*. I am, &c."

The Ranah ſtill perſiſted in his Evaſions. At length, on the 13th June, the Colonel drew out the following Proteſt, a Copy of which he communicated to the Governor General and Council, in his Letter of the 20th July 1781. Both the Letter and Proteſt are before the Houſe; but as the latter contains ſeveral important Facts, I will beg Permiſſion to read it.

" *Memorial of Colonel Muir, Mubarig ul Mulluck Iftikkar ul Dowlah Bebudur, on the Proceedings of the Mabarajah Rana Chuttur Sing, Luckhindie Dulleer Jung Bebudur.*

" Whereas in the Month of December of the Chriſtian Æra One thouſand Seven hundred and Seventy-nine, and of the Hegera in the Month of Zecada One thouſand One hundred and Ninety-three, the contracting Parties, that is to ſay, the ſaid Maharajah Rana on his Part, and the Governor General and Council on the Part of the Engliſh Company, did conclude and ratify, ſign and ſeal, a perpetual and firm Treaty of Alliance and Friendſhip between each other, and in Conformity to which the Engliſh Gentlemen have in every Reſpect fulfilled their Engagements and Promiſes to the Maharajah Rana: And whereas the Maharajah Rana has failed in many Points agreed upon, ſuch as in being dilatory and neglectful in the Payment of Seventy thouſand Rupees, Month by Month, for each of the Company's Battalions ſent to his Aſſiſtance, according to the 2d Article of the Treaty; in withholding the Share of the Engliſh in the Revenues of the Cutchoowergar, as preſcribed in the 4th Article of the Treaty; in correſponding with the Marattas without Communication to the Engliſh; and furthermore, in being inattentive in regard to the ſupplying of Colonel Muir's Army with Grain in their March through his Country, and in many other Acts of Inſincerity, it is become neceſſary to make known to the Princes of Hindoſtan the Defection of the ſaid Maharajah Rana, and the Good Faith of the *Engliſh Nation*, to the End that an Infraction of the Treaty may not in anywiſe be imputed to the Governor General and Council, or they be ſuppoſed to have deviated from the ſtricteſt Juſtice.

" But whereas principally it was ſtipulated and contracted for by the Maharajah Rana, in the 5th Article of the Treaty, that whenever the War between the Engliſh and Marattas ſhould be carried into the Marattas Country, he ſhould on Requiſition furniſh Ten thouſand Cavalry at his own Expence, towards their Aſſiſtance; yet though this Force was frequently and urgently required during the Command of Colonel Camac, the Maharajah Rana pleaded his not being in Poſſeſſion of the Fortreſs of Gualiar, in Excuſe for his Non-compliance. Now though Gualior had been taken ſolely by the Valour and Conduct of the Engliſh Arms, without any Military Aid whatever from the Maharajah Rana, and though the immediate Surrender of the Fortreſs was not enjoined by the Treaty, yet the Engliſh Gentlemen, ſolely to evince an extraordinary Regard to public Faith, gave up the Fortreſs, with all its Cannon and Stores, to the Maharajah Rana.

" Moreover, the Maharajah Rana, after being inveſted with the Poſſeſſion of the ſaid Fortreſs, repeatedly promiſed to join the Engliſh Army, but being urged to fulfil thoſe Engagements, he ſtill evaded their Execution on the moſt frivolous Pretences. Finally, whereas the Maharajah Rana wrote us a Letter in theſe expreſs Terms, on the Sixteenth of Zemmadi ul Sany, " I will join the Engliſh Camp;"—and even from his Promiſe has alſo ſwerved; it cannot but be manifeſt, that the Maharajah Rana has not performed in anywiſe his Part of the Treaty, and that he is totally diſinclined from aſſiſting the Engliſh.

" It is on all theſe Conſiderations become incumbent upon me, who Command the Engliſh Army now on Service againſt the Marattas, in the Dominions of the Maharajah Mihiepur Sing Tughinda Bahadur, the Rajah of Nurwa, to publiſh, in my own Name, this written Memorial and Proteſt, on Account of the Violation of the Treaty.—Be it therefore known to all the Princes and Nobles of Hindoſtan, to High and to Low, and to the whole World, that, compelled by Neceſſity, and by theſe Breaches of the Treaty, I from this Day ſuſpend all Intercourſe whatever with the Maharajah Rana, either by Letter or Embaſſy, until the Pleaſure of the Governor General and Council on theſe Premiſes ſhall be underſtood.

" Given at the Engliſh Camp, near the Village of Dongree, the 20th Jemmadi ul Sani, A. Hr 1195, or the 13th of June of the Chriſtian Æra 1781.

(Signed) G. M.

(Signed) Thomas Ford,
Perſian Interpreter.

This Proteſt was ſent to Lieutenant George Gowan, who acted at that Time as the Colonel's Agent with the Rana; but as the Colonel was deſirous of ſtill giving the Rana an Opportunity of preventing a total Separation, it appears that the following Inſtructions were ſent with the Proteſt to Lieutenant Gowan.

" To Lieutenant George Gowan, &c. 14th June.

" Sir,

" I have it in Command from Colonel Muir, to tranſmit you a Proteſt in the Perſian Language, that agreeable to the Orders of the Governor General and Council, and from the Rana's ill-judged Conduct, he has been obliged to prepare againſt the Proceedings of that Prince; accompanying alſo I ſend you a true Tranſlation of that Paper.

" It is the Colonel's Pleaſure, that immediately upon the Receipt of them you do wait upon the Maharajah Rana, and inform him of your having them in your Poſſeſſion, and of theſe conſequent Inſtructions, to which you are invariably to conform.

" After this Elucidation, you will pleaſe to require from him a written Engagement, under his Seal and Signature, to join on a certain ſpecific Day (not to exceed the Tenth from your Receipt of this Letter) the Army under the Command of Colonel Muir, agreeably to the Spirit and Meaning of the 5th Article of the Treaty with the Honourable Company, or with ſuch Force and Supplies of Proviſions, as he can poſſibly by that Period collect for the Service.

" But ſhould the Maharajah Rana, under any Pretext or Evaſion whatſoever, decline or refuſe to enter into this Agreement; or after having entered into it as before ſpecified, neglect or be dilatory in its Performance, it is the Colonel's poſitive Order, in ſuch Caſe, that you do Inſtantly and in Form, deliver to him the Perſian Proteſt, and yourſelf repair to this Camp without Loſs of Time.

I am, Sir, &c.
(Signed) T. F."

I am not in Poſſeſſion of the Letters which were written by Lieutenant Gowan to the Colonel, and I do not recollect the Excuſes which the Rana made for deferring to comply with the Colonel's Requiſitions. I find however, that nothing was produced by theſe Requiſitions, and that Colonel Muir afterwards deputed Captain Ford, to whom it appears he wrote the following Letters, under Date the 17th and 21ſt July.

" To Captain Thomas Ford.

" Sir,

" I have the Pleaſure of your's of Yeſterday: With reſpect to the Conditions held out by the Rana, they are ſo very abſurd, that any Reply becomes almoſt unneceſſary: He ſays he will join upon no other Terms than upon my engaging to furniſh his Troops with Proviſions. Surely this is a Requiſition you might have taken upon you to have given the moſt poſitive Reply to. The Rana cannot ſurely have the Aſſurance of making my Inability of ſupplying him a Plea for his Non-compliance with the Article of the Treaty which reſpects this Expedition. I requeſt you will full explain (what he is perfectly acquainted with) to the Rana, the Difficulties I experience daily in procuring Grain for my own Troops, and how impracticable I find it to ſave the leaſt Overplus to lay up as a Magazine; of courſe the Impropriety of my entering into an Engagement to ſupply him with what I plainly perceived the Impoſſibility of my fulfilling; you will alſo remind the Rana of the Expectations of our Government regarding his ſupplying my Detachment with Proviſions, my perfect Knowledge of the poſitive Proofs of his Country abounding in Grain, and that his Exertions were and are only wanted, to adopt ſuch Meaſures as would encourage the Banjarees and Beparees to proceed to my Camp with Alacrity and Satisfaction to themſelves.

" The Rana, from your Letter, ſeems to wiſh me to underſtand, that my Anſwer to his very poſitive Requiſition is to determine him in the Meaſures he is under the Neceſſity to adopt without Delay; It therefore behoves me to authorize you to acquaint him, that notwithſtanding the Board's Inſtructions to me, directing me to demand his Aſſiſtance reſpecting Supplies, I am ready to forego every Demand on him of that Nature, and will, as I have hitherto done, endeavour to ſupply myſelf, as he muſt his Troops, without any Promiſe of Aſſiſtance from me.

" After having delivered yourſelf as above to the Rana, you will, as if by my Requeſt, particularly caution him, and point out to him how much the Governor has already been diſappointed in his Expectations—how much the Service has been retarded by his moſt unaccountable Conduct. Remark that the preſent is a moſt critical Juncture, and that the leaſt Abatement in our expected Aſſiſtance from him cannot fail of making him obnoxious to a Government who have ſuffered themſelves to be too long amuſed by his evaſive Promiſes.

I am, Sir,
Your obedient Servant,
(Signed) G. MUIR."

Siſſai,
17th July 1781.

EXTRACTS

EXTRACTS of a Letter from Colonel Muir to Captain Thomas Ford; dated Siſſai, 21ſt July 1781.

"I have the Pleaſure of your Letter of Yeſterday, covering one from the Rana. I am ſorry to obſerve that the Arguments you have urged to ſtimulate him to a Performance of his Engagements have not been attended with Succeſs; and, as I am perfectly convinced he wants Inclination (and not the Power) to fulfil every Article required of him, I can conſider his preſent Pretences to the contrary in no other Light than a freſh Proof of what I have long ſuſpected, viz. a determined Reſolution in him, not only to fail in fulfilling every eſſential Aſſiſtance expected from him as an Ally, but even to throw Obſtructions in the Way of the Supplies coming to the Army. You will be pleaſed to deſire the Rana to recur to his Engagements, as ſtipulated in the Treaty; his moſt ſacred Promiſes of Aſſiſtance to the Governor, and to me, ſince his being put in Poſſeſſion of Gualior; and the Length of Time he has had to prepare and equip an Army, in every Reſpect adequate to that I have repeatedly pointed out to him: After which you will recommend him to his cool Reflections, and then let him account to our Government for his Conduct.

"Upon the Whole, you will be pleaſed to inform the Rana, that ſo fully convinced as I am of his Ability to fulfil every Engagement, and afford every Aſſiſtance required of him, I cannot of Courſe any longer admit of ſuch vague Excuſes as he has all along held out as Pleas for his Delay. His laſt Demand of Aſſiſtance from me to ſupply his Troops with Proviſions (as the only Condition upon which he would join) is ſo poſitive a Proof of his Infidelity, that ſo far from deſerving any ſerious Reply, I ought, in Juſtice to myſelf, not to have heſitated in obeying the Orders of Government, by immediately proteſting againſt him for Infraction of the Treaty.

"From what is above ſet forth, you will be guided in every Reſpect as to what I ſhall conſider vague and frivolous Excuſes; you will in conſequence acquaint the Rana, that I am determined not to ſuffer myſelf to be any longer amuſed with his evaſive Promiſes and unaccountable Delays, by which the Public Service has already ſuſtained more Injury than it would have done by an early poſitive Refuſal on his Part.

"Should you ſee no Probability of effecting a favourable Change in the Rana's Conduct, I deſire you will inform him, that I ſhall without delay Proteſt, agreeably to my Inſtructions, and refer him to the Council; after which you will poceed to join me at your Conveniency."

Theſe are the only Letters betwixt Colonel Muir and Captain Ford which have come into my Hands, and theſe are ſurely enough to ſhew that the Rana ſtill evaded to fulfil the Terms of his Treaty, and that the Excuſes he aſſigned were frivolous and inſufficient.

During the important Period which was thus waſted in endeavouring to perſuade our faithleſs Ally to a Senſe of his Duty, Colonel Muir had joined the Troops commanded by Colonel Camac, and was laying with the united Army at Siſſai, a Place ſituated in the Maratta Dominions, ſeveral Days Journey beyond the Frontiers of the Rana's Country.

His Troops were ſuffering great Hardſhips from Sickneſs and Want of Proviſions. The main Body of the Enemy, under Mahajee Sindia, was lying very cloſe to them, and Parties of Horſe were hovering about, harraſſing his Camp and intercepting his Supplies.

It appears that the Rana, being reduced to the Alternative of either joining the Colonel or relinquiſhing our Alliance, did at laſt join about the beginning of Auguſt, but with a Body of Troops very inferior to what he had ſtipulated, and very unequal to the Performance of any Service, being only 2 Battalions of Infantry, and 1,200 Cavalry.

About this Time Overtures were made by the Marattas for commencing a Negociation for Peace. They were made through the Rana, and the Colonel thought it adviſable to encourage them: Accordingly, on the 16th Auguſt Chimnagee Row, the Maratta Envoy, arrived in the Rana's Camp, where he had a Conference with Captain Ford, who afterwards introduced him to Colonel Muir. In the mean Time the Colonel applied to me for Inſtructions and Powers to treat: Theſe were immediately ſent to him; and on the 13th October, a Treaty was finally concluded betwixt the Colonel and Mahajee Sindia, in which the Colonel, agreeable to the Inſtructions I had ſent him, particularly included the Ranah, ſtipulating, that the Fort of Gualior ſhould be preſerved to him, and that the Country, taken Poſſeſſion of by the Engliſh from the Marattas, on the South Side of the Jumna, ſhould be reſtored, or, in other Words, that the Ranah ſhould retain the Acquiſitions which he poſſeſſed without our Participation, and that all thoſe in which we held a Share ſhould be given up. Having thus, in Spite of all the Evils which had ariſen from the Ranah's Infidelity, adhered on our Parts to every Article of our Agreement, and attended to his Intereſts even to the very Concluſion of Peace, let us ſee how the Ranah conducted himſelf in this laſt Scene.—The following is a Copy a Letter which I received from Colonel Muir:

Copy of a Letter from Colonel Muir to the Governor General.

"Dear Sir, Seſſai, 6th October 1781.

"I have the Honour to acknowledge the Receipt of the Original and Duplicate of your Letter of the 10th Ultimo, with the ſeveral Papers that accompanied them. The Anſwer which I had given to Scindia's Propoſals coincided almoſt exactly and verbatim with your own Sentiments on this Occaſion,

and would very probably have effected an earlier Termination of the Business, had not a Discovery been made, during the Course of the Negociation, of an Incident that might have produced embarrassing Consequences, had not our Honour been held in higher Estimation than that of its Machinator.—Chimnajee Row being pressed to admit the Ranah as a Party in the Treaty, objected to the Proposition, and, upon our Importunity, urged the Impropriety of the Demand, declaring openly, that the Ranah had made a separate written Engagement with Scindia, by which the Whole of his Possessions were secured to him.—This clandestine Transaction was even carried on in our own Camp during the Ranah's last Visit here; immediately after which he withdrew to Gualior, promising to return in Fifteen Days, which he has not only evaded ever since, but remanded his Army, and on the Whole appears totally unconcerned as to our Affairs. Notwithstanding these Insults, I have prevailed upon Scindia's Agents that his present Dominions shall be guaranteed by the Treaty, specifically including the Fortress of Gualior.—It will not however be uninteresting to you to be informed, that notwithstanding the utmost Precautions taken by the Ranah, the Marattas themselves seem greatly dissatisfied with his Conduct, and Chimnajee gives me some Encouragement to expect, that a Copy of his Treaty shall be delivered to me; a Point which I have much at Heart to gain, and which is evidently of the highest Importance.

"The Treaty is at last fairly made out, and is this Day transmitted to Scindia for his Approbation. To-morrow it will be returned, and, if approved, Captain Ford will be dispatched to his Camp to get his Signature and Seal affixed; after which Interview, I shall be able to write you fully on every Point of the important Charge entrusted to my Management.

"I cannot conclude this Letter, without expressing the most hearty Satisfaction at the very eminent Success which has attended your Measures for the Reduction of the Benares Zemindarry. The Execution of them has done signal Honour to our Arms, and will most probably for ever secure this Country, and every other under our Protection, from being again made the Dupe of Faction and Ambition.—I beg Leave to present you my warmest Congratulations on the Occasion, and to assure you of the perfect Respect and Esteem, with which I am, &c.

"(Signed) G. MUIR."

Colonel Muir afterwards procured a Copy of the Agreement granted by Scindia to the Ranah, which he transmitted to me, under the Attestation of Sewajee Etul, one of the Maratta Chiefs, who bore Rank in the Army next to Scindia himself, and who had been chiefly employed in negociating and settling the Whole of the Business.

A Translation of this Instrument is in Possession of the Honourable House: I will not therefore further trespass on their Time, than to remark, that it is of a Nature altogether inconsistent with the Faith which was due to us by the Ranah, and that there is one Article in it in particular, where he endeavours to restrain the Marattas from making Peace with the Europeans, meaning thereby undoubtedly the English Nation, with whom they were then at War, and whom he was bound to assist as their Ally. So glaring an Act of Treachery rendered the Ranah unworthy of our further Protection.

In the Treaty which Colonel Muir had concluded with Mahajee Scindia, an Opening was by my Desire left for a general Pacification with all the Maratta Powers; and as I was desirous of effecting an Object, which the Situation of our Affairs both in India and in Europe rendered so desirable, I deputed Mr. Anderson, who was at that Time with me at Benares, with full Powers to negociate on Behalf of the English Government; and in the Instructions which I gave him on his Departure, I inserted the Paragraph which I have before quoted, viz. "You will of course be attentive to any Engagements subsisting between us and other Powers, in settling the Terms of Peace and Alliance with the Marattas; I except from this Precaution the Ranah of Gohud, who has been guilty of the most flagrant Breach of Faith towards us in every Instance, after a most faithful and scrupulous Performance of every Stipulation in his Favour by us, and after we have saved him and his Country from certain Destruction: Leave him to settle his own Affairs with the Marattas. Colonel Muir will give you complete Intelligence regarding the Ranah's Conduct, and from this you will judge whether he is worthy of being any longer considered as our Ally."

Mr. Anderson accordingly held several Conferences with Colonel Muir in his Camp at Etaya, and received from him full Information of the Treachery of the Ranah, and of the many Instances in which he had violated his Engagements with the English.—He pursued his Enquiries, after his Arrival in the Maratta Camp, on the only Point which could not be incontrovertibly proved from Colonel Muir's own Knowledge, namely, the separate Agreement settled between the Ranah and the Marattas, and he communicated the Result to me, in a Letter dated the 29th January 1782. The Letter is long, and is already before the House; but as it contains material Information, I will beg Permission to read it.

"Extract of Bengal Secret Consultations, the 18th February 1782:

"Dear Sir,

"Enclosed, I have the Honour to send you a Duplicate of my Letter of the 26th Instant.

"I shall in this Letter give you as full an Account as I have been able to procure, of the present Disputes betwixt the Marattoes and the Ranah of Ghode.—The Claims of the Marattas are as follow:

"1st. They claim a Right to the Restitution of Cutchwagar, the Territory which was conquered from them by the united Forces of the Ranah and the English, and which, according to the Treaty of Colonel Muir, should have been restored to the Marattas. Bow Buckley was sent with a Body of Troops to collect the Revenue of it, and in some Parts his Aumils have been established, but the principal Forts have, however, continued in the Possession of the Ranah. The Marattas demand, therefore, either the entire Surrender of these Forts, or a fixed Revenue, at the Rate of 504,000 per Annum.

"2d. A Tribute on Account of the District of Binde. It appears that this Claim is derived from the Time when that Country was in the Possession of the Marattas. It was taken from them by the late Vizier Sujah ul Doulah, when he reduced the Countries on this Side of the Jamnah, as far as Jansey; and, at the Request of the Ranah, it was given by the Vizier to Buht Sing, Rajah of Badour. It was afterwards taken from him by Asoph ul Doulah, and given to Himmut Bahader. Again it fell into the Possession of Buht Sing; when Himmet Buhadre, alarmed at the Designs of Moktar ul Doulah, fled to Nudzif Cawn, at Delhy. This Claim, therefore, is in Fact not against the Ranah, but against Buht Sing, who still retains Possession of the District of Binde. But the Ranah has drawn it upon himself, by assuming the Patronage of Buht Sing, and the Management of his political Interests, and declaring he will stand forth in his Defence.

"3d. Five Mehals of Sukerwary, which of old belonged to Nurwar and Gualier. They were afterwards conquered by the Marattas, and annexed to Cudeir under Eetit Row. Some Years ago, they were reduced by the Ranah. The Marattas are desirous of recovering these Five Mehauls, though I am not sure if they have yet formally demanded them from the Ranah.

"These Claims have for some Time past given Rise to a Variety of Discussions; and on my Arrival in Camp, I found that there was a Negociation on Foot betwixt Sindia and the Ranah, which was conducted on the Part of the latter by Hir Pirtibaad, Moonshey of Siwajee Eetul. The Ranah, it is said, claimed the Cutchwagar Country, agreeable to the separate Treaty which he had made with the Marattas; but the Difficulty lay in settling the Annual Revenue. For the present Year, in particular, the Ranah claimed large Deductions on Account of the Depredations and Collections made by Bow Buckley. To the Second Claim also the Ranah was willing to agree, but he claimed a Deduction on Account of the Districts of Mahgowan, &c.; which, though they had formerly belonged to Bend, had for many Years past been annexed to his own Possessions. For some Days there remained a Prospect of an Accommodation, till Sindia thought it expedient to accelerate the Negociation, by letting loose his Pindarries on the Ranah's Country.

"Both Parties then applied to me, as the Representative of the English Government. The Ranah complained generally of the bad Faith of the Marattahs, and the Intentions which they had formed of deviating from the Terms of their Agreements respecting him, as stipulated in the Treaty of Colonel Muir. Sindia applied more particularly: He sent a Message to me by Bow Buckley, representing that Disputes had arisen betwixt him and the Ranah; that he had in vain endeavoured to settle them by amicable Means. He had now advanced to the Borders of the Ranah's Country, but could not proceed farther until he had asked my Advice, as Representative of the English Government, lest his Conduct might occasion Disputes betwixt him and the English, which he was extremely desirous of avoiding.

"The Answer which I must ultimately give to these Applications was clearly pointed out in my Instructions, but several Reasons induced me to defer giving any Answer whatsoever for a few Days.

"During my Stay at Etaya, Colonel Muir complained much of the Conduct of the Ranah. He accused him of not marching in Time, or with a sufficient Body of Troops, to his Support; of neglecting to use his Endeavours to procure Supplies of Grain for the Army; and of clandestinely negociating and concluding a separate Treaty with the Marattas, contrary to the Interests of the English. The Two former of these Charges depend on Facts that come within the immediate Knowledge of the Colonel, and however the Ranah may attempt to justify or extenuate them, their Reality cannot be doubted; I have therefore confined myself in my Enquiries to the last Charge. The Ranah, on finding that he was suspected of having entered into separate Engagements with Sindia, justified himself by saying, that he had Colonel Muir's Permission in Writing for so doing. Having desired to see a Copy of the Colonel's Permission, and also of the Agreement entered into by him and the Marattoes on both Sides, he sent me the Copy of a Letter, said to have been written to him by Colonel Muir, under Date the 27th August 1781, of which the following is a Translation—"You "may afford every Degree of Assistance to Chimnajee, that in the Manner that I have stipulated "18 Days on the Subject of Peace, I am hopeful that it will certainly take Place in that Period

"according

" according to what I have written: Aſſure him alſo that in that Space of—will make no Attack,
" nor commit no Kind of Hoſtilities, on Condition that none are committed by the oppoſite Party:
" You muſt alſo obtain ſome Aſſurance on this Head from them; and if the Pattele pleaſes, let
" Writings be mutually given on this Subject: Alſo in this Space no Troops will march acroſs
" the Jemna."

'The Ranah ſaid, that he could not ſend the Two other Papers as required, leſt they might be intercepted on the Road; afterwards, on my appearing ſtill unſatisfied, he ſent me the Copy of a Letter which he wrote to Sindia in Conſequence of the above Permiſſion, the Tranſlation of it is as follows:—" Chimnajee formerly went from this, and will inform you of all the Particulars of Peace
" and Friendſhip betwixt you and the Engliſh: In 18 Days Peace will be eſtabliſhed between you and
" the Engliſh, and if any Deviation ſhould take Place in what has been ſettled, I will join with you.
" Dated Badoon Sood Khyaſs, Sumbet 1838." This Letter was written, he ſaid, to prevent the Marattoes from breaking up the Conference: He maintained that he had executed no other Engagement whatever, and deſired that if Sindia allédged the contrary, he might be required to produce it.

" Having obtained ſo little Inſight into the real Conduct of the Ranah through this Channel, I reſolved to try what I could procure through the Means of the Marattoes; and I was the more inclined to make an Enquiry of this Kind, becauſe I muſt in the End decline any Interference in their Diſputes; and as this muſt appear a Conceſſion to them, I was deſirous that it ſhould not be conſidered as the Effect of a temporary Policy, or of too eaſy a Diſpoſition in us, but as the Reſult of well-grounded Suſpicions, or perhaps a clear Detection of the Perfidy of our late Ally, which no longer made it neceſſary for us to aſſert his Rights.

" Accordingly, when I received Sindia's Meſſage, I replied, that the Diſputes which were going on between him and the Ranah could not have eſcaped my Ears; but that I had hitherto paid no Attention to them, and might never have appeared to know any Thing of them, if he had not firſt broached the Subject. That, conſidering the Ranah as one who was connected in Alliance with the Company, it might have been my Duty to aſſert his Rights, according to the Treaty of Colonel Muir, but that ſome Suſpicions which were entertained of his Faith had induced me to remain ſilent; that Suſpicions alone, however, could not be oppoſed to ſolemn Treaties; and as theſe Suſpicions were founded on Tranſactions ſaid to have paſſed betwixt the Marattas previous to the Treaty of Col. Muir, they only could know with Certainty how far they were juſt or not; and that I wiſhed therefore that they would ſhew me ſome authentic Proofs of the Ranah's Treachery towards the Engliſh Government, before I returned any Anſwer to Scindia's Meſſage.

In the Courſe of the Two following Days Bow Buckſey informed me, by Deſire of Sindia, that previous to our delivering over the Fort of Gualier, a Treaty was in Agitation betwixt him and the Ranah, through the Means of Gungudir, but that the Negociation was afterwards broken off—That ſome Months before the Date of Colonel Muir's Treaty, Chimnajie and Germajee were ſent to the Ranah, and a Second Negociation took place. The Ranah drew out and ſent a Form of an Engagement, which he wiſhed to obtain for his own Satisfaction and Security, and verbally promiſed, that if Sindia would return it to him executed, he would diſtreſs the Engliſh Detachment, by cutting off their Supplies of Grain, and give them every Moleſtation in his Power in their March towards the Jomna. That Sindia accordingly ſent to the Ranah a Paper under his Seal and Signature, in which the Articles, as propoſed by the Ranah, were tranſcribed, and under each of them ſhort Sentences were written, either marking his Approbation, or expreſſing the Alterations or Conditions which he thought neceſſary; and that ſoon after the Negociation took place with Colonel Muir.

" It appeared from this Repreſentation, that no Agreement whatever had been executed by the Ranah; and on my expreſſing my Surprize at the ſeeming Inconſiſtency of this Circumſtance, it was obſerved, that the Articles of Agreement were all in Favour of the Ranah, and that Sindia being much ſuperior to the Ranah, and requiring nothing from him, did not think it neceſſary to exact any Writing—The only Proof which Bow Buchey could bring me of the Reality of the Agreement, were

" 1ſt. A Paper not ſigned or ſealed, but ſaid to be the original Paper of Articles ſent by the Ranah: A Tranſlation of theſe Articles, and the Anſwers, accompanies this Letter. It correſponds with the Paper formerly ſent by Colonel Muir in every Thing, but the Arrangement of the Articles and Anſwers; a Difference which may be eaſily accounted for, from the croſs Manner in which it was written.

" 2d. An original Letter from the Ranah to Bow Buckſey, dated Cuttach Suddajeh, in which he complains of the Bow for entering the Diſtrict of Cutchwagar, contrary to the Agreement which had paſſed betwixt him and Sindia, through the Mediation of Sewagee Eſtul.

" Theſe were all the written Proofs that the Marattas could produce to me. They alledged, that the Nature of the Agreement, which was executed only on One Side, could not admit of more; and that a conſiderable Difficulty had ariſen in clearing up the Matter by circumſtantial Evidence, as the Negociation had been managed by Sewajee Eſtul, and the Servants Chimnajee and Girmajee, who had ſince eſpouſed the Ranah's Cauſe, and were on that Account at ſome Degree of Variance with Sindia. Though theſe Proofs fall ſhort of what might have been expected, I have ſcarcely a Doubt in my own Mind that a Negociation took place between the Ranah and the Marattas, previous to the Treaty of Colonel Muir; and I even believe that he received a ſeparate Agreement from Sindia, though it is plain that a Counterpart was not executed by him. It ſeems probable that Sindia's

Diſtreſſes led him haſtily to grant this Agreement; and that a Proſpect opening ſoon after of a Peace with the Colonel, he entered as haſtily into it, without concluding effectually his Meaſures with the Ranah, ſatisfied perhaps with only that Letter, which the Ranah himſelf acknowledges to have written to him, and which is quoted in the Courſe of this Addreſs.

"The Ranah has indirectly alledged, though I know not with what Sincerity, that on my Requiſition he would deliver up the Forts of Lukar, &c. and ſettle the Revenues of Binde. If ſuch a Requiſition were made, he might claim our Interference in ſettling all his Diſputes. If the Ranah was ſincerely deſirous of fulfilling this Part of the Treaty, he is doubtleſs informed of the Articles, and might do it of himſelf, without any Requiſition, but I believe he has made no ſuch Propoſals to the Marattas; and though ſome of their Pretenſions are ill-founded, yet, whilſt the Ranah maintains Poſſeſſion of the Forts, they have a juſt Right, according to the late Treaty, to uſe hoſtile Meaſures againſt him. The Ranah may deſerve to ſuffer for his Conduct towards us, yet, in a Political Light, as his Territories form a ſtrong Barrier to our own, it ſeems not our Intereſt that he ſhould be entirely deſtroyed, but this is an Event of which he appears to have no Apprehenſion; except from the Interference of the Engliſh, his Territories may be over-run, and laid Waſte, by ſuperior Numbers, but ſecure in his Forts, he may bid Defiance to the whole Force of the Maratta's Empire for a Period of Years; and whenever Neceſſity compels them to withdraw their Armies, he may eaſily recover all the open Country. The Marattas themſelves, though they affect a high Language, and have even ſent for ſome battering Cannon from the Fort of Belſah, are, I believe, fully ſenſible of their Inability to reduce the Ranah, or make a permanent Conqueſt of any Part of his Territories. Both are apprehenſive of the Interference of the Engliſh, and both gave out that they expected our Aid. There is nothing ſo arduous which they think may not be atchieved by us; and it was recommended to Sindia, by ſome of his Counſellors, to aſk our Aſſiſtance in the Reduction of Gualier. But no Propoſition of this Kind has been as yet made to me.

"The Anſwers which I have given are ſuch as leave us in a perfect State of Neutrality. To the Ranah I have declined interfering in his Behalf, becauſe I have no Authority from you; and becauſe, from apparent Circumſtances, his Diſputes with the Marattas are grounded on Agreements with them foreign to the Treaty with Colonel Muir; and to Sindia I have declined giving any Advice, becauſe, though he has afforded Grounds to ſuſpect that the Ranah has acted improperly towards us, yet the Proofs he has produced are not ſuch as could juſtify me in taking a decided Line, without the Orders of my Superiors; and, in the mean Time, I have declared to both, that I muſt leave them to ſettle their Diſputes betwixt themſelves.

"The ſubſtantial Part of theſe Anſwers is framed exactly according to the Letter of your Orders; and the Reaſons which I have aſſigned will, I hope, meet with your Approbation—they are calculated both to impreſs the Ranah and Sindia with a juſt Senſe of our Public Faith, ſince they evidently imply that Uncertainty alone induces us to ſtand neuter; and that a more clear Conviction of the Ranah's Fidelity or Perfidy would have biaſſed us to take an active Part either for or againſt him.

"Although War has actually commenced, yet the Negociations betwixt Sindia and the Ranah are ſtill going forward; and it ſeems not improbable, that in a ſhort Period the Whole of their Diſputes may be accommodated.

"Sindia's Camp, on the Banks of the Purbutty, Four Coſs from Niniar, 29 January 1782."

I am, &c.
(Signed) D. ANDERSON."

This Letter was laid before the Board on the 18th February 1782, and as we conſidered that the Ranah had forfeited all Claim to our Protection, the Board and myſelf for a long Time thought it unneceſſary to give Mr. Anderſon any further Inſtructions on the Subject: And in the mean Time the Marattas continued to purſue, with ſlow but gradual Operations, the War which they had commenced againſt the Ranah. I will here ſummarily repeat the Reaſons which determined my Conduct on this Occaſion.

The Ranah had broken his Treaty with us in all the following Inſtances:

He had not paid the Subſiſtence of the Troops ſent to his Aſſiſtance, either regularly or compleatly, and in this had broken the 2d Article of the Treaty.

He had not accounted for the Company's Share of the Revenue of the Cutchwagar Country, according to the 4th Article of his Treaty.

He had not complied with the Requiſition of the Engliſh Government for 10,000 Horſe, and had thereby broken the 5th Article of his Treaty.

He had acted in a Manner very inconſiſtent with his Alliance with us, not only in not aſſiſting our Troops in procuring, but even in uſing his Endeavours to prevent their procuring, Supplies of Grain and Proviſions.

He had treacherouſly entered into an Agreement with our Enemies, which was in its Nature hoſtile to us, who were at that Time his Allies.

Theſe Reaſons were ſurely ſufficient to diveſt the Ranah from having any Claim to be conſidered by the Engliſh as an Ally whom they ought to protect. But there is another Reaſon why the Ranah, even

even if he had not been guilty of all these Infidelities, had no Right to claim our Support in the War which broke out betwixt him and the Marattas; for the Honourable House will observe, the principal Cause of that War was a Dispute relative to Lands which the Ranah held in consequence of his separate Agreement with the Marattas, and in Contradiction to the Treaty which Colonel Muir had settled with them on Behalf of the English Government, wherein it was stipulated, that these Lands should be given up to them. Surely the Ranah could not expect us to support him in keeping Possession of Lands to which he possessed no Right, except what was founded on an Act of Treachery towards ourselves; and surely we could not give him such Support, without breaking our Treaty with the Marattas, One of the Articles of which was, that these Lands should be restored to them.

I entreat the Forgiveness of the House, for thus intruding on their Time so long a Detail: The Importance of the Accusation rendered it necessary, and I presume that they will rather wonder at the Patience with which I bore this long Scene of Perfidy and Treachery, tending to frustrate all the Schemes I had projected for the Advancement of the Safety, Interest, and Glory of the British Nation from that Quarter, than think me blameable in thus leaving our faithless Ally to settle his own Affairs with the Marattas. I have now only a few Words more to offer on the Subject of this Charge.

Several Animadversions are passed in it, on the Conduct which I observed towards the Ranah, in the Endeavours which were afterwards used to mediate a Peace betwixt him and Mahajee Sindia. For an Account of this Transaction, I beg Leave to quote the Words of the Letter from the Governor General and Council to the Court of Directors, dated 20th October 1783. "Independent of any "View to the Acquisition of Territory, Mahajee Sindia has manifested great Personal Enmity against "the Ranah of Gohud. A Vackeel from the Ranah arrived here in April last, with Proposals for "the Interposition and Guarantee of this Government, to effect and secure a Peace between him and "Sindia. Although the Ranah *had forfeited every Claim to our Support and Good-will by the Treachery "of his former Conduct*, yet on Principles of Policy and Humanity we recommended it to Mr. Anderson to use his Interposition if Sindia was likely to be influenced by it, to grant him a Peace. "Mr. Anderson however met with no Success in his Attempts to urge such a Wish: Before the Fall of "Gualior, and prior to that Event, his Brother writes, that Sindia had declared his Intention to prosecute "the War to the Extermination of the Ranah, assigning as a Reason, that he had broke his Faith so "often, that he was not to be trusted. We thought this a fit Occasion to express our Interposition "more directly to Sindia, and therefore directed Mr. Anderson to apply to him in our Name, re"questing that he would carry his Resentment no farther against the Ranah, in which Case we "would become Guarantee for the Ranah's faithful Observance of any Agreement, which might be "concluded between them."

In the Form and Manner in which this Part of the Charge is drawn, it seems to be the Endeavour of my Accuser to impress the Mind with an Idea that no Efforts were used by the English Government in Favour of the Ranah until his Affairs were desperate, and until such Efforts, if they had proved successful, must have been of no Avail, being deferred till after the Reduction of Gualior: This I deny. The First Letter that was written to Mr. Anderson to sound the Sentiments of Sindia, and offer our Mediation, was dated the 21st April 1783, and Gualior was not reduced till the 31st July 1783. Mr. Anderson made an Attempt to urge our Wishes to Sindia very soon after the Receipt of our Letter, but it met with no Success. The Attempt seemed to give Sindia a Degree of Jealousy which Mr. Anderson had been cautioned to avoid; and the Means which he used to remove it, when he found that there was no Prospect of our Mediation being accepted, was by affecting to treat the Subject with an Appearance of Indifference. The House will observe with what Ingenuity the Expressions used by Mr. Anderson on that Occasion are quoted as my Sentiments. They will also observe with what Ingenuity, on another Occasion, the Language used by Mr. Anderson in combating an Application of the Marattas for our Assistance against the Ranah is converted, in the Charge, into Arguments for defending the Ranah against them.

From the Time that Mr. Anderson received the Board's Orders of the 21st of April 1783, I believe he watched every Opportunity of offering our Mediation in Favour of the Ranah; and afterwards when he received my Instructions of the 24th September 1783, he held frequent Conferences on the Subject with Sindia's Ministers, which, however, were attended with no Effect. But as I trust that I have proved that, after so many Acts of Treachery, and Violations of Faith, we were not bound in Justice to support or protect the Ranah; it would be a useless Waste of the Time of the Honourable House to enter more minutely into a Discussion of the Measures which were taken in his Behalf. What could be done in the Way of friendly Mediation was done. We did not proceed any further. And I imagine it will be sufficient to recall to the Recollection of the House the State to which the Company's Affairs were reduced by the late War, to shew that it would not have been justifiable in the English Government, from mere Motives of a limited Policy, to have ventured the Renewal of Hostilities with the Marattas, for the Sake of protecting a Man who, during his Alliance with the Company, had broken every Article of his Treaty, and had sacrificed us and our Interest to a treacherous Alliance with our Enemies.

Anſwer to the Fifteenth Charge,

REVENUES.

I AM charged with having harraſſed and afflicted the Inhabitants of the Provinces, by frequent Changes in the Syſtem of Adminiſtration of the Revenues, contrary to my own declared Opinion, that Innovations were always attended with Difficulty and Inconveniencies.

General Principles in Theory often require Deviations in Practice: An Alteration in the Syſtem of managing the Finances of a Kingdom is no Crime; Property is not transferred by it. That Changes have been made in Bengal, is admitted; but that the Natives have been harraſſed and afflicted by them, remains to be proved—I poſitively deny the Aſſertion.

When I arrived in Bengal, the Revenues were under the Management of Collectors or Superviſors, who were ſubordinate to Two Councils, One at Moorſhedabad and One at Patna; and theſe Councils were under the ſuperior Adminiſtration of Fort William. With the Concurrence of my Council, I appointed a Committee of Circuit to form the Settlement of the Revenues, conſiſting of Three Members of the Government, and myſelf. The Propriety of the Meaſure requires no Proof. It was merely a temporary Commiſſion, and terminated in a few Months, when the Object of it was accompliſhed. I preſided at the Committee for a ſhort Time only, and left it at Mooſhedabad. The Collectors remained in their reſpective Diſtricts, as before the Inſtitution of this Committee, until November 1773, when they were recalled, and Provincial Councils eſtabliſhed, profeſſedly, at the Time of their Inſtitution, as merely temporary, and as preparatory only to that Syſtem which I adopted in 1781. This is proved by the Board's Minute in November 1773.

I am free to acknowledge, that after the Eſtabliſhment of the Supreme Council, of which I had no Idea in November 1773, I did deliver it as my Opinion upon Record, and in an Addreſs to the Court of Directors, that the Syſtem of the Provincial Councils was the beſt that could have been adopted. Is it to be imputed to me as a Crime, that at a ſubſequent Period, upon the factious Diſputes that divided each Council, and the declining State of the Revenues, I altered that Opinion, and reverted to the Syſtem, or nearly to the Syſtem, I recommended in 1773?

I will not take up the Time of this Honourable Houſe, by repeating my Minutes recorded in the Year 1775, on the Subject of my Banyan's Farms, it is now become obſolete; I affirm that I had no Intereſt whatever in the Tranſactions, and I really believe he loſt very conſiderably by his Farms, which, in common with others, were let at too high a Rent.

The Second Charge is, for having ſubſtituted my own Inſtruments to be the Managers and Collectors of the Public Revenue; that in ſo doing I acted illegally, having no Power to delegate the Truſt and Duty committed to me and the Council for ordering and managing the Revenues.

Surely this is a mere Abuſe of Words, and a Perverſion of the true Meaning and Intent of the Act referred to. Every Member of this Honourable Houſe knows the Impracticability of ſuperintending the Revenues of Bengal without delegatory Authority to inferior Agents for that Purpoſe. Had not the Provincial Councils, who exiſted long after the ſaid Act, the Power of making the Settlements and collecting the Revenues? and did not they order, manage, and govern the Revenues under them, by virtue of the Power delegated to them? Was not this known to my Accuſer himſelf, and did he ever object to it?

The Powers delegated to the Committee of Revenue were certainly greater than had ever before been entruſted to any ſubordinate Department of the State, and they were neceſſary, becauſe their Controul was more extenſive; but let it be added, that they were placed beyond Temptation, by the Liberality of the Commiſſion allowed them; and reſtricted from improper pecuniary Advantages, by an Oath which each Member was bound to take. And who has ventured to accuſe them of any Infringement of it?

The Members of the Committee were not my Inſtruments; their Characters place them beyond the Suſpicion of an improper Bias towards me, were it ſuppoſed poſſible for me to have been actuated by an intereſted or an unworthy Motive in forming the Syſtem of 1781.

Mr. Anderſon, the Preſident, and Mr. Shore, the acting Preſident of the Committee in Mr. Anderſon's Abſence, have received the moſt flattering Marks of the Approbation of the Court of Directors and the Board of Controul. I had no Knowledge of either of theſe Gentlemen, until their Official Merits recommended them to my Notice. Mr. Shore, of whoſe Merits I cannot ſay too much, lived

for Years in Habits of Intimacy and daily Intercourſe with Mr. Francis. The other Members, Mr. Charteris and Mr. Evelyn, were Men of Ability and of irreproachable Characters, but totally unconnected with me.

The Committee were not empowered to act independant of the Supreme Council. They tranſacted the current Buſineſs without a Reference, but extraordinary Matters they were obliged to report. Their Proceedings were regularly laid before the Council Monthly; no Concealment was intended or practiſed. By fixing the Station of Committee of the Revenue to Calcutta immediately under the Obſervation of the Board, the Zemindars, Farmers, or their Deputies, who had Buſineſs with the Committee in Calcutta, could make their References or Complaints to any Member of the Council.

The Inability of the Provincial Councils, from the Decline of the Revenues, was a ſufficient Reaſon for aboliſhing them. The Supreme Council were not adequate to the Detail of the Revenues; and I affirm, after the moſt mature Deliberation, that the Eſtabliſhment of the Committee of Revenue was indiſpenſably neceſſary.

It is in Proof before this Honourable Houſe, that the Revenues have conſiderably encreaſed under the Management of the Committee of Revenue. The Plan was formed in 1781. My Conſtituents never did expreſs the ſmalleſt Diſapprobation of it, though in the following Two Years many of my Acts, unfortunately, drew from them Letters of Diſapprobation; and I have had the Happineſs of hearing, that before this Honourable Houſe and the Houſe of Lords, the learned Counſel employed by my Conſtituents to defend their Rights were inſtructed to do Juſtice to my Zeal, effectually diſplayed in the Improvement of the Revenues, when the Exiſtence of the Britiſh Empire in India depended upon our Reſources in Bengal.

I refer this Honourable Houſe to authentic Documents upon their Table, tranſmitted from Bengal ſince my Reſignation of the Service; theſe will prove how conſiderably the Revenues have encreaſed ſince the Inſtitution of the Committee of the Revenue.

Anſwer to the Sixteenth Charge.

MISDEMEANORS IN OUDE.

I SHALL make few Obſervations upon this Charge, although it contains no leſs than Ninety-five Articles. This Honourable Houſe is already in Poſſeſſion of Volumes that have been written upon the Subject of Oude; to thoſe I ſhall refer, not only for my complete Juſtification from every Article of this Charge, but for more than my Juſtification. I am confident that I ſhall receive the Approbation of this Honourable Houſe, and of my Country, for my Conduct towards the Nabob Vizier, who has faithfully and honourably performed every Stipulation of our Agreement. I have already had the Honour to receive the Approbation of the Court of Directors, and the Board of Controul, for all my Proceedings in Oude.—The Company's Debt, which was once ſo conſiderable, and univerſally pronounced irrecoverable, amounting, when I left Calcutta in February 1784 to proceed to Lucknow, to above Twelve hundred thouſand Pounds, is now completely liquidated. The Country, which was in a State of univerſal Confuſion and Diſtreſs, now wears the Face of Plenty and Happineſs.—It is incumbent upon me, however, to prove to this Honourable Houſe, that I was not the Author of thoſe Meaſures, which I am as free as any Man to acknowledge did bring great Diſtreſs upon the Dominions of the Nabob Vizier; and it is further incumbent upon me to prove, that I took the earlieſt Opportunity of applying an effectual Remedy to thoſe Evils.

The Treaty which I concluded with the late Vizier Sujah ul Dowlah in September 1773, did not contain a ſingle Article which incroached upon his Rights as a Sovereign and Independant Prince, nor was the ſmalleſt Attempt made by me to deviate from the Terms of that Treaty. The Reſident, Mr. Middleton, whom I appointed to his Court, with the Permiſſion of my Council, never interfered in the Management of his Dominions, he was merely the Channel of Political Communication from me to the Vizier; and the ſtrongeſt Remonſtrances which I ever inſtructed him to make to his Excellency, were thoſe which I have read to this Honourable Houſe upon the Subject of his Treatment of the Wife and Children of Haffez Rhamet and his Rohilla Priſoners. Sujah ul Dowlah died in February 1775, when I had not the ſmalleſt Degree of Power or Authority in the Government of Bengal;—but my Opinion is upon Record, that the Treaty which I concluded in 1773 with Sujah ul Dowlah, ought to have continued in Force with his Son and Succeſſor, the preſent Vizier: The Majority, General Clavering, Colonel Monſon, and Mr. Francis, were of a different Opinion;—they determined that the Treaty was no longer binding upon us, and they framed a new one, the Merit of which, as they informed the Court of Directors, with great Truth, was ſolely and excluſively their own. By this Treaty the Sovereignty of Benares and Ghazipore were transferred to the Eaſt India Company, and the Subſidy for the Pay of our Brigade was raiſed from Two Lacks and Ten, to Two Lacks and Sixty thouſand Rupees a Month. The Court of Directors were of Opinion, with me, that the Treaty concluded with Sujah ul Dowlah in 1773, ought to have remained in Force on his Son's Succeſſion, but they warmly approved of the Conduct of the Majority, in procuring ſuch advantageous Stipulations for the Company, in the Treaty concluded with the preſent Nabob Vizier. I uniformly aſſerted, that theſe Conceſſions would be a Source of infinite Diſtreſs to the Nabob, and that they were obtained by a Breach of Faith. I beg Leave to quote the following Paſſage from the 5th Report of the Secret Committee of this Honourable Houſe: "It is however "to be obſerved, that the Governor General, in his Remarks upon theſe beneficial Repreſentations, "perſiſted in his prophetic Apprehenſions, that the Conditions of the Treaty could never be ful-"filled, neither did he think it honourable to have forced from the Nabob Conceſſions inconſiſtent "with their former Treaties, to which the Neceſſity of his Situation alone compelled him, however "unwillingly, to ſubmit."

The Country of Oude was, I believe, upon the Death of Sujah ul Dowlah, in a flouriſhing Condition as to Culture, Commerce, and Population—The ſame Obſervation would apply to his newly-acquired Dominions in Rohilcund, the Douab, Corah, Curah, and Allahabad—His Troops, at the Time of his Deceaſe, were in general Twelve Months in Arrears, and a conſiderable Balance was due to the Eaſt India Company.—The Treaſures of which Sujah ul Dowlah died poſſeſſed, and which, in the Opinion of Colonel Monſon and Mr. Francis, ought to have been applied to the Diſcharge of the Debts of the State, were in the Poſſeſſion of the Bhow Begum, the Widow of Sujah ul Dowlah.—The young Nabob was ſurrounded with Difficulties; the Troops mutinous for Want of Pay;

his Relations, and the Miniſters of his Father, diſaffected to him—His Life was repeatedly attempted; more than once it was preſerved by his own Reſolution and Preſence of Mind, and the Country kept in Subjection by the Preſence of a Britiſh Army.—The Treaty was concluded by Mr. Briſtow in May 1775, without Difficulty.—The Alternative was this, that we ſhould abandon his Country and his Concerns altogether, unleſs he came immediately into our Terms.—The Diſtreſſes of the Nabob continued, and the Country declined in Culture, Population, and Commerce, from the Period of our avowed Interference in his Adminiſtration.

In the Month of December 1775, the Nabob applied to us, through Mr. Briſtow, to aſſiſt him with a Number of Britiſh Officers to command his Troops—His Requeſt was complied with, and this brought additional Diſtreſs upon his Affairs: Many of the Corps thus commanded ſeized and confined their Officers; and many Months elapſed before Order and Tranquillity were in any Degree reſtored, by the Diſmiſſion of large Bodies of Troops, whoſe mutinous Behaviour repeatedly endangered the Life of their Sovereign. Murtéza Cawn, the Nabob's Miniſter, was murdered by Cojee Buſſaun, an Eunuch, and one of Sujah Dowlah's beſt and moſt favoured Officers—This Eunuch was himſelf cut to Pieces, in attempting to force through the Guards which ſurrounded the Nabob's Perſon, with a Determination to aſſaſſinate his Sovereign with his own Hand.—Mr. Briſtow's Correſpondence with the Supreme Council, in the Years 1775 and 1776, will ſufficiently ſhew the confuſed and diſordered State of the Province of Oude during thoſe Periods, and the Diſtreſſes to which the Nabob Vizier himſelf was Perſonally ſubject; but I repeat, that I am not reſponſible in the ſlighteſt Degree for the Eſtabliſhment of that Syſtem which cauſed thoſe Diſtreſſes; I diſapproved it; I foretold the Conſequences of it.—Colonel Monſon died on the 28th of September 1776: From that Period only am I accountable for any Act of the Government of Bengal, under the Adminiſtration eſtabliſhed by the Regulating Act of 1773.

Mr. Briſtow was recalled, and Mr. Middleton ſucceeded him as Reſident in Oude, early in the Year 1777. A very heavy Debt was then due from his Excellency to the Company, for its Liquidation, for the Pay of the regular Brigade ſtationed at Futtyghur, of the Nabob's Troops commanded by Britiſh Officers, and of the various Eſtabliſhments which had been formed in Oude. Tuncaws, or Aſſignments, were granted upon ſeveral Diſtricts in the Vizier's Dominions. My Firſt Meaſure relative to Oude, was, to propoſe that the Troops of the Nabob Vizier, which were commanded by Britiſh Officers, ſhould be put upon a ſimilar Eſtabliſhment with our own Troops, or that they ſhould be withdrawn altogether. This was no Encroachment upon the Rights of the Nabob. The Appointment of Britiſh Officers to Command his Troops was a moſt pernicious Meaſure to our Service in general. The Advantages were avowedly greatly ſuperior to any that were enjoyed by Officers of the ſame Ranks in the Company's Service, and of courſe ſuch an Eſtabliſhment created very great Diſguſt amongſt thoſe Officers who ſerved in our own Army. The Nabob conſented to a Reduction of this Eſtabliſhment, and the Temporary Brigade, as it was called, was formed upon the ſame Plan with our Army, the Regiments to take their Tour of Duty in our own Provinces, and to be relieved equally with all the Regiments in our Service. The Cavalry were to be upon the ſame Footing. The Nabob applied to me, and deſired my Conſent to the Formation of a Corps to be Commanded by Lieutenant Colonel Hannay, for the Service of the Collections; and another by Major Oſborne, for the Defence of his Frontiers, which had hitherto been in a State of actual Revolt. In recommending ſome of theſe Eſtabliſhments, and conſenting to others, I encroached upon no Rights which the late Majority had left to the Nabob, but I affirm that theſe Eſtabliſhments appeared neceſſary to his Excellency, and I exerted no improper Influence in order to perſuade him to adopt them. They were formed the latter End of the Year 1777, and carried into Effect early in the Year 1778.

In the Month of May 1778 it was deemed neceſſary to form a Detachment for the Aſſiſtance and Support of the Company's Intereſts on the Weſt of India, and in the Month of July 1778 we received the Firſt Intelligence of the War with France. Accounts had much earlier been received by me, from the moſt reſpectable Authority, of the Deſigns formed by the French againſt our Poſſeſſions in India. In the following Year, 1779, we received very heavy Complaints from the Nabob Vizier of the ruinous State of his Country, and of the Diſtreſs which the Eſtabliſhment of Britiſh Troops in Oude had brought upon him. I am convinced that theſe Repreſentations were founded in Truth; but was it in my Power to yield him effectual Relief at that Time? was I to ſuſpend the Company's Claims for the Arrear due from him? or could the Company, then engaged in a War with France and with the Marattas, agree at a Moment's Notice to diſband Nine Regiments of diſciplined Sepoys, and Three Regiments of Cavalry; or could the Company's Finances bear the Burthen of this Eſtabliſhment? or had the Nabob Vizier at that preciſe Moment any Force of his own to repel an Invaſion of the Marattas, if they had entered his Country? The Nabob ſtated in his Letter to me, that the ſame Evils which he then experienced, he had ſtruggled with for Three Years paſt; that is, from the firſt Adoption of a Syſtem in which I had no Concern. In conſequence of my Repreſentations to the Nabob, he granted Aſſignments for the Year 1779, in the ſame Manner as he had done each Year ſince the Death of the late Vizier. In the Year 1780 the Nabob Vizier again repreſented to the Council the diſtreſſed State of his Country, and urged his Requeſt that the Temporary Brigade might be recalled. I deſire this Honourable Houſe to reflect for One Moment upon our Situation at that Period. The Nabob was made, but not by me, in a great Degree the Vaſſal of the Company; his own Army was not adequate to the Defence of his Dominions without our Aſſiſtance; and the Britiſh Empire in India, in the Year 1780, was in ſo precarious a State

State that I should have been a Traitor to my Country, if I had conſented to the diſbanding of any Part of the Troops neceſſary to our mutual Intereſts; for the Nabob Vizier was embarked in a common Cauſe with us.

In the following Year, 1781, I met the Nabob Vizier at Chunar.—His Debt to the Company was at that Time very conſiderable, and I was fully convinced of his Inability to liquidate the Arrear due, and to diſcharge the current Demands upon him.—I agreed, therefore, to recall the temporary Brigade altogether, and to leave him with no other Britiſh Troops in his Dominions, except the regular Brigade ſtationed at Cawnpore, a Regiment of Sepoys at Lucknow, and ſuch other Corps as he himſelf ſhould expreſsly require from us.—I deſire to remark to this Honourable Houſe, that at the Period this Agreement was concluded, every Apprehenſion of an Invaſion of Oude by the Marattas was at an End.—We had obtained many ſignal Advantages in the War with that State, and I did not entertain a Doubt of the Concluſion of the ſeparate Treaty with Madajee Scindia, which was ſigned a few Days after my Agreement with the Vizier. When I refuſed, on the 15th December 1779, to withdraw theſe Troops from the Nabob's Dominions, our Situation was entirely different; and I am morally certain, that the Commander in Chief would moſt ſtrenuouſly have oppoſed ſuch a Propoſition, ſince it was his Object to ſecure, by every Means in his Power, the Province of Oude againſt an Attack, and to act offenſively from that Quarter, as the Means of bringing about a Peace with the Marattas.

I never departed, I confidently affirm, in the ſlighteſt Inſtance, from the Letter or the Spirit of the Treaty which I concluded with the Nabob at Chunar.

The Cavalry, the Temporary Brigade, and Colonel Hannay's Troops, were recalled. I never propoſed their Re-eſtabliſhment, nor would I have agreed to ſuch a Meaſure, but at the Nabob's earneſt Requeſt. Mr. Middleton and Mr. Johnſon, in December 1781, made ſtrong Repreſentations to me of the diſordered State of the Nabob's Government, from its Participation in the Conſequences of the Benares Inſurrection, and the violent Oppoſition ſupported by the Influence and Reſources of the Begums. In conſequence of their Repreſentations, I propoſed that a Detachment of Four Regiments, with a ſuitable Train of Artillery, under the Command of Sir John Cumming, ſhould be ſtationed at Lucknow during the unſettled State of the Government; but upon a Repreſentation from the Reſident, that ſuch a Meaſure would not meet the Nabob's Concurrence, who was entitled to demand Succour, upon an Emergency, from the regular Brigade at Cawnpore, I countermanded the March of this Detachment; and I deny that I ever entertained an Idea of ſending a ſingle Sepoy into the Nabob's Dominions without his Conſent. My Accuſer very ſtrangely confounds my Orders for the March of a Detachment of the 24th December 1781, which never entered the Nabob's Dominions, with a Reſolution of Government taken in the latter End of the Year 1782, in Conſequence of a Requeſt from the Nabob himſelf, tranſmitted to us through Mr. Briſtow, that we would ſtation a Detachment of Five Regiments of Sepoys at Futtyghur; and we did ſo. This is the Detachment at preſent ſtationed there, whoſe Services I thought the Nabob did not want; and this Honourable Houſe is in Poſſeſſion of the Orders of the Court of Directors which confirm every Part of my Agreement with his Excellency. I therefore again moſt ſolemnly affirm, that I have never deviated in the ſmalleſt Degree from my Engagements with his Excellency. I appeal to all his Letters, and to the Sentiments of every Man now in England, who has ſerved in Oude, to juſtify me againſt ſo unmerited a Calumny as this Charge would fix upon me.

I am accuſed of cauſing the Treaſury Accounts of Calcutta to be ſcrutinized, in order to diſcover One Demand of £.260,000, and a Second of £.140,000, by which the Nabob and his Miniſter were ſo terrified and confounded, that the former deſired the Reſident might at once take his Country, ſince Juſtice was out of the Queſtion.

How ſhall I reply to ſuch a Charge, preſerving at the ſame Time the Reſpect which is due to this Honourable Houſe? If, upon adjuſting the Annual Accounts in Calcutta, our Accountant General diſcovered a Balance of £.400,000 in Favour of the Company—was it not my Duty to ſtate the Claim? The Juſtice of it the Nabob did not diſpute: He allowed the Claim, but ſtated One which he had againſt the Company; this the Reſident could not allow without Authority, and upon this Demur, his Excellency made uſe of the Language quoted by my Accuſer as a Charge againſt me. Let me here repeat, that theſe Claims, and all others, are fully liquidated, and that in the Month of September laſt, the Nabob did not owe the Company a Shilling.

I neither meant to add to the Confuſion, Perplexity, or Diſtreſs of the Nabob, by ſending my Secretary Major Palmer to his Excellency: The Deputation has been attended with the moſt fortunate Conſequences both to the Nabob, and the Eaſt India Company. I appeal to my Inſtructions to Major Palmer to juſtify me againſt the Inſinuations contained in this Part of the Charge. It was my Duty to relieve the Diſtreſſes of the Company by every poſſible Means, and we were ſtruggling for our Exiſtence in India, in the Month of July 1782, when I deputed Major Palmer to Lucknow. Was it Criminal in me *then*, to deſire the Nabob would pay Ten Lacks of Rupees, which he had intended as a Preſent to myſelf, to the Company, to whoſe Uſe I ſhould faithfully have applied it, as I did the former Sum, had I received it? and was it Criminal in me to deſire Major Palmer to raiſe, if poſſible, the Sum of 50 or 60 Lacks of Rupees, for the Relief of our exhauſted Treaſury, upon a Loan for which Company's Bonds were to be given. Theſe are Charges I did not expect, and was ill prepared to reply to.

I poſitively deny, that I inſtructed Major Palmer to inſiſt upon a ſingle Point contrary to the Nabob's Inclination. It is extremely difficult for me to anſwer a Charge of this Kind, except by a

moſt ſolemn Denial of the Truth of it. I never expreſſed a Wiſh to fix a ſingle Regiment in Oude beyond the regular Brigade and the Reſident's Guard at Lucknow, nor had the Nabob a Sepoy in Oude in the Year 1782, beyond the Number preſcribed by Treaty, but either Three or Four Regiments from the regular Brigade were at that Time detached in different Parts of his Dominions. This was not conformable to the Spirit of the Treaty, and it was in Oppoſition to an Opinion I had always profeſſed and acted up to, that our Force, to be reſpectable, ought not to be frittered away in Detachments, or in Danger of being deſtroyed in Detail. The Brigade was ſtationed for the Defence of the Nabob's Frontiers, and his Excellency himſelf propoſed that a ſeparate Eſtabliſhment, conſiſting of Four Regiments of our Troops, under certain preſcribed Regulations, ſhould be kept up for the Service of the Collections. This Propoſal was ſubmitted to me for Approval in the Month of March 1782, and thus the Conſideration of it became an Article in Major Palmer's Inſtructions Two Months after. If the Regiments were to be eſtabliſhed, it was my Duty to ſecure Funds for the Payment of them; but it was entirely Optional in the Nabob to fix, or to reject the Eſtabliſhment altogether;—and he did reject it.

Lieutenant Colonel Hannay's Corps was eſtabliſhed with the Nabob's Conſent, and even at his own expreſs Deſire, for the Defence of Gurruckpore and Baratch, the moſt diſaffected and diſorderly Diſtricts in the Nabob's Dominions. Until the Period of Colonel Hannay's Appointment the Revenues of theſe Diſtricts were nearly expended in the Maintenance of the Troops which defended them; and it has been proved that much larger Remittances were made from thoſe Diſtricts to the Nabob's Treaſury, while Colonel Hannay commanded in Gurruckpore, than at any other Period before his Appointment, or ſince his Removal.

The State of the Adminiſtration of Juſtice in Oude was ſo very defective in 1782 (though preciſely the ſame as it had been ſince our Firſt Connection with that Country) that I urgently preſſed the Nabob to eſtabliſh Dewanny Courts upon a ſimilar Plan with our own Courts in Bengal; but, anxious as I was upon this Point, I never preſumed to declare the Company the Sovereigns of Oude, which I muſt have done, had I impoſed thoſe Regulations, which I conceived to be neceſſary, againſt the Conſent of the Nabob; and it was a Point of great Delicacy to be eſtabliſhed gradually, even with the Nabob's full Conſent. The Adminiſtration of Juſtice is undoubtedly the Foundation and Eſſence of Government, and the Security of the Revenue; but, to have taken it into my own Hands, would, in Fact, have been to declare myſelf the Sovereign of Oude. My Accuſer may, with equal Propriety, charge me with a High Crime and Miſdemeanor, for not preventing the Commiſſion of Murder or Robbery in England at the preſent Moment, as he has done, for my Inability to put a Stop to ſimilar Enormities in Oude in the Year 1783. Admitting the Fact to be true, as ſtated in a Letter from Mr. Briſtow of the 29th of January 1784, written and diſpatched after his Removal from Office, that a Woman was murdered in the City of Lucknow, the Aunt of Nabob Behadre, One of the Nabob's Brothers; how am I reſponſible for this atrocious Act? I do not know that I ever ſaw or heard of the Nabob Behadre. He has been deſcribed to me, ſince I read this Charge, by many Gentlemen who knew him, as a depraved, profligate, and abandoned Character, perpetually involved in Quarrels, and his Life hourly in Danger from his own Irregularities: A Man hardly recognized as a Relation by the late Sujah ul Dowlah, the preſent Nabob, or by any of his Family. But were he of a different Character, am I accountable for the Attempt which a Ruffian made upon his Life, or for the Death of his Aunt? The Circumſtance of this Tranſaction I am to this Day totally unacquainted with. In the Length of Time that I paſſed at Lucknow, and in Daily Converſation with the Nabob, his Miniſters, and others, I muſt have heard of it, had it been true—I never did.

With reſpect to the Relations of the Nabob, I do aſſure this Honourable Houſe, that I was in Habits of continual Intercourſe with them; that they expreſſed their ſincere Satisfaction at the Meaſures which I adopted; and the moſt powerful amongſt the Nabob's Family, his Uncle, Salar Jung, and the Begums, declared upon all Occaſions, while I reſided at Lucknow, and ſince my Departure from it, their moſt complete Satisfaction and Approbation of all my Proceedings.

I am accuſed of Inconſiſtency in my Conduct towards Almas Ally Cawn; a very few Words will exculpate me from this Charge. In the Year 1782, Almas Ally Cawn was repreſented to me, as in a State of actual Rebellion: I believed the Repreſentation, and I inſtructed Mr. Briſtow, if it were true, *and his Crimes proved*, to urge the Nabob to puniſh him with Death; but even here, I ſaid, that whatever Engagement had been made with him, muſt, however exceptionable, be faithfully obſerved. Subſequent Information induced me to believe that I was miſtaken; and as an incontrovertible Proof of it, Almas Ally Cawn, upon the Faith of my Aſſurances, in the Month of February 1784, came to Lucknow unattended, where he reſided as a private Man, while I remained in India. By my Solicitations, he advanced the Sum of £. 50,000 to the Nabob, which was employed for the Company's Service, and by this Aſſiſtance afforded to his Sovereign and the Eaſt India Company, he refuted the Charges of Perfidy and Diſloyalty, which had often been too ſucceſsfully urged againſt him; but I declare at the ſame Time, that I thought Almas Ally Cawn's Power was too conſiderable, and contrary to good Policy; yet as it had been given to him by the Nabob, I found it impoſſible to change the Syſtem, and therefore adviſed its Continuance. Let the Confidence which Almas Ally Cawn placed in me, by coming unattended to Lucknow upon the Faith of a Letter from myſelf only, be a Proof, as it ought to be, that my Character does not deſerve thoſe Inſinuations which have been thrown out againſt it.

In ſeveral Articles of this Charge, it is inſinuated that I provided for my Creatures and Dependants, by aſſuming the Management of the Nabob's Revenue; no Proof has been brought of the Aſſertion.

Aſſertion, and I affirm it to be wholly groundleſs: What Deſcription of Gentlemen have I employed, or patronized in India, who deſerve to be mentioned in ſuch opprobrious Terms? Thoſe who compoſed my Family were Men of Ability and Integrity, Men diſtinguiſhed in the Civil and Military Branches of the Company's Service: Major Palmer, my Secretary, has been nearly Twenty Years in the Army; Major Davy, whom I alſo employed as my Perſian Tranſlator, enjoyed the ſame Office under Sir Robert Barker. Theſe Gentlemen were of my own Nomination, and they ſerved the Company faithfully and ſucceſsfully on various Occaſions. Mr. Wombwell was expreſsly appointed by the Court of Directors to an Office of great Emolument in Oude; and the Reverſion of this Office was on the 1ſt March 1783, beſtowed by the ſame Authority upon Mr. John Taylor, the Nephew of a Gentleman then Chairman of the Court of Directors, and a Member of this Honourable Houſe, Sir Henry Fletcher. But what Relations, or what intimate Connections of my own, have I provided for, either from the Revenues of Oude, or by beſtowing Offices upon them in Bengal? I never had more than Two Relations in Bengal; One of them was killed at the Storm of the Fortreſs of Lahore, and at the Time of his Death was many Thouſand Rupees in Debt. The other is at this Moment a Lieutenant in Bengal, totally unprovided for; and the only Requeſt which I ever made in his Favour (though an ineffectual one) was that the Court of Directors would be pleaſed to appoint him a Writer in the Service.

My Accuſer aſſerts, that I authorized large Allowances to be received from the Nabob Vizier, and thereby violated my own ſolemn Agreement with him.—I do deny that I authorized Major Palmer to draw any Salary or Allowance whatſoever; but I ſuppoſed that his Expences, while he remained at Lucknow by the expreſs and urgent Requeſt of the Nabob Vizier, would be defrayed by his Excellency.—My Reſolution was taken to return to England.—The other Allowances were merely temporary, not fixed by me, but by the Nabob Vizier himſelf, and to be totally reduced at any Time, either by himſelf or by an Order of the Board; or to be modified and ſettled in the Manner which they have been ſince my Reſignation of the Service.

Having affirmed that I provided for no Creatures or Dependents from the Revenues of Oude, I can with equal Truth declare, which I now do moſt ſolemnly to this Honourable Houſe, that I did not add to my own Fortune by my Journey to Lucknow, or by my Connection with the Nabob.—On this Subject, however, I forbear to enlarge.—I claim no Merit with this Honourable Houſe for having merely done my Duty.

It is alſo a Charge againſt me, that I neglected an Application from a Brother of the Nabob Mirza Jungly, who wiſhed to fix himſelf in our Provinces—I diſcouraged his Deſign, and with Reaſon. The Nabob Saadut Ally has reſided under our Protection ſince the Year 1777, and though his Reſidence with us is oſtenſibly ſanctioned by the Nabob, it has ever been a Source of Jealouſy and Uneaſineſs to him, and it has afforded an Opportunity to diſaffected and inſidious Men, to impreſs his Mind with falſe Notions of his Brother's Deſigns—If I had afforded an Aſylum for Mirza Jungly in our own Provinces, with a ſuitable Proviſion for his Support, or an Acquieſcence in his Return on his own Terms to Lucknow, there were at leaſt a Dozen other Brothers who would have followed his Example, and would of courſe have expected our Mediation in their Behalf; and on what Obligation ſhould I have done it? or on what Principle could I have been juſtified in theſe petty Interferences in the Competition of Individuals of the Nabob's Family?

The Remainder of this Charge is more a Defence of Mr. Briſtow than an Attack upon me.—I ſhall not trouble this Honourable Houſe with a Detail upon this Subject—For the preſent, I ſhall merely obſerve, that in the Month of September 1782 Mr. Briſtow was appointed Reſident at Oude—That a very few Months after his Appointment, very great Heats and Animoſities broke out between Mr. Briſtow on the One Part, and the Nabob and his Miniſter on the other—I had no Enmity to Mr. Briſtow, nor had I any Perſonal Motives to gratify by his Removal.—Theſe Diſputes were referred to the Council in Calcutta—I took the Part of the Nabob and his Miniſter; my Council juſtified Mr. Briſtow—But a Government ſo diſordered could not poſſibly exiſt—It became neceſſary, in the Month of December 1783, either to remove Mr. Briſtow, or to authorize him to aſſume an abſolute Authority in Oude; and this I ſtated to the Council, who were alarmed at the Proſpect before them; and though they were all the ſtrenuous Defenders of Mr. Briſtow, agreed to his Removal, and to delegate to me the Power of ſettling every diſputed Point with the Vizier, provided I would be reſponſible for his Payment of the Balance due to the Company, not with my Fortune, as my Accuſer truly ſays, but with my Character, which I prize infinitely higher.—I accepted the Truſt, and it detained me One entire Seaſon in India—I proceeded to Lucknow; I met the Nabob upon the moſt friendly Terms; I declare to this Honourable Houſe, that I treated him with the Reſpect and the Attention which was due to his high Rank—that I never preſumed to ſpeak to him in an authoritative Tone; and that, by Argument and Perſuaſion, I carried all my Points both with the Nabob and his Miniſter—I never interchanged an unpleaſant Word with him, during the Five Months which I remained at his Court, and near Four of that Period lived, with Thirty Engliſh Gentlemen, and numerous Guards and Domeſtics, within the ſame Encloſure; nor in that Period did the ſlighteſt Diſpute ever ariſe between his People and mine.

Anſwer to the Nineteenth, Eighteenth, and Seventeenth Charges.

Libel on the Court of Directors——Mogul delivered up to the Marattas——and Mahomed Reza Cawn.

IF the Three Charges which were delivered to me on Friday, and I believe to the Members of this Honourable Houſe on the ſame Day, contained much impeachable Matter, I ſhould requeſt a Delay of a few Days to prepare my Reply to them; but I have no Objection to leave them, accompanied by a very ſhort Explanation, to make their own Impreſſion upon this Honourable Houſe. In Truth, I have read them over myſelf very curſorily.

In the 19th Charge, I am accuſed of publiſhing "a Libel on the Court of Directors." How can I reply to ſuch a Charge? The Court of Directors have commenced no Proſecution againſt me for a Libel; on the contrary, Two Years after the Publication of my Letter, which now for the firſt Time is called a Libel, I have had the Honour and the Happineſs to receive their unanimous Thanks for my long, faithful, and able Services. The Court of Directors cenſured me for addreſſing them with ſuch unguarded Warmth, in their Letter of the 28th January 1784; but I had the Pleaſure to find that Cenſure accompanied by the following Words:—"After the Reſiſtance which "the Rajah had made, no Countenance could be conſiſtently ſhewn him. However, we turn aſide "from this diſagreeable Subject, to expreſs great Approbation at the extraordinary Exertions of "our Governor General and Council, to counteract the Deſigns of our numerous Enemies." And with this Quotation I ſhall cloſe my Obſervations on the 19th Charge.

I know not, I proteſt, what my Accuſer means by the Charge which he ſtyles "The Mogul de"livered up to the Marattas." I muſt decline any Anſwer to this Charge, until I receive ſome further Lights upon the Subject. I avow, that I would have afforded effectual Aſſiſtance to the Mogul, that is to the King Shah Allum, if Powers had been granted to me; but my Council differed in Opinion with me, and nothing was done. Major Browne's Letter to the Court of Directors, of the 6th of October 1785, fully proves that no Engagements of any Kind were concluded. I declare, that I entered into no Negociations with Madajee Sindia for delivering the Mogul into the Hands of the Marattas; but I muſt have been a Madman indeed, if I had involved the Company in a War with the Marattas, becauſe the Mogul, as his laſt Reſource, had thrown himſelf under the Protection of Madajee Sindia. I do aſſure this Honourable Houſe, that when the Council agreed to inveſt me with full Powers, to aſſiſt the Nabob Vizier in reſtoring Order and Tranquillity throughout his Dominions, I drew up my own Inſtructions, which, on their Approval, became an Act of Government. I mention this Circumſtance, as a full Refutation of my Accuſer's Remark, "that the "Council, being well aware of his (the ſaid Haſtings's) Diſpoſition to engage in unwarrantable De"ſigns againſt the neighbouring States, *did expreſsly confine his Powers*, &c. &c."

The only remaining Charge which has been delivered to me, reſpects my Treatment of Mahomed Reza Cawn, and the Nabob of Bengal. To this I ſhall reply ſomewhat more at Length, preſſed as I am in Point of Time.

It was my Lot to be entruſted by the Secret Committee of the Court of Directors with the Execution of Orders, which were to be returned to them unſeen, in the Event of my Death. Theſe Orders I received the Day after my Acceſſion to the Government of Bengal. I ſhall inſert a Copy of them, and the ſubſequent Letters which paſſed between me and the Court of Directors on the Subject of them.

From the Secret Committee of the Court of Directors to Mr. Haſtings, dated the 18th Auguſt 1771.

"By our General Addreſs you will be informed of the Reaſons we have to be diſſatisfied with "the Adminiſtration of Mahomed Reza Cawn, and will perceive the Expediency of our diveſting him

of the Rank and Influence he holds, as Naib Dewan of Bengal. But though we have declared our Reſolution in this Reſpect to our Preſident and Council, yet, as the Meaſures to be taken in Conſequence thereof might be defeated by the Miniſter, and all Enquiry into his Conduct rendered ineffectual, were he to have any previous Intimation of our Deſigns, we, the Secret Committee, having the moſt perfect Confidence in your Judgment, Prudence, and Integrity, have thought proper *to entruſt to your eſpecial Care* the Execution of thoſe Meaſures which alone can render the Naib's Conduct ſubject to the Effect of a full Enquiry, and ſecure that Retribution which may be due on the Detection of any Fraud, Embezzlement, or colluſive Practice, in his public or private Tranſactions.

"In order, therefore, to make him amenable to a due Courſe of Juſtice, and to prevent the ill Conſequences which may reſult from the Reſentment and Revenge which he may conceive in the Knowledge of our Intentions, we hereby direct and enjoin you *(immediately on the Receipt of this Letter)* to iſſue your private Orders, for ſecuring the Perſon of Mahomed Reza Cawn, *together with his whole Family*, and his known Partizans and Adherents, and for bringing them down to Calcutta; and it is our Pleaſure that they by no Means be ſuffered to quit the Place, until Mahomed Reza Cawn ſhall have exculpated himſelf from the Crimes of which he now ſtands charged or ſuſpected. In this Reſearch, your own Judgment will direct you to all ſuch Means of Information as may be likely to bring to Light the moſt ſecret of his Tranſactions. We, however, cannot forbear recommending to you, to avail yourſelf of the Intelligence which Nundcomar may be able to give, reſpecting the Naib's Adminiſtration; and which the Envy which Nundcomar is ſuppoſed to bear this Miniſter, may prompt him to a ready Communication of all Proceedings which have come to his Knowledge, we are perſuaded that no ſcrutable Part of the Nabob's Conduct can have eſcaped the watchful Eye of his jealous and penetrating Rival. We have the Satisfaction to reflect, that you are too well appriſed of the Subtilty and Diſpoſition of Nundcomar, to yield him any Truſt or Authority which may be turned to his own Advantage, and prove detrimental to the Company's Intereſt.

"Though we have thought it neceſſary to intimate to you how little we are diſpoſed to delegate any Power or Influence to Nundcomar, yet ſhould his Information and Aſſiſtance be ſerviceable to you, in your inveſtigating the Conduct of Mahomed Reza Cawn, you will yield him ſuch Encouragement and Reward as his Trouble, and the Extent of his Services, may deſerve."

Extract of my Letter to the Court of Directors, dated 1ſt Septr 1772.

"The immediate Departure of the Colebrooke, which ſailed the Day after my Letter of the 24th of April had reached her, prevented my giving you further Intelligence of the Iſſue of the Meaſures which I had taken for the Arreſt of Mahomed Reza Cawn. *As your Commands were peremptory, and addreſſed to myſelf alone*, I carefully concealed them from every other Perſon, except Mr. Middleton, whoſe Aſſiſtance was neceſſary for their Execution, until I was informed by him that Mahomed Reza Cawn was actually in Arreſt, and on his Way to Calcutta. I had no Connection with Nundcomar or his Family prior to the Receipt of your Commands by the Lapwing: On the contrary, from the Year 1759 to the Time when I left Bengal, in 1764, I was engaged in a continual Oppoſition to the Intereſts and Deſigns of that Man, becauſe I judged him to be adverſe to the Intereſts of my Employers; and, in the Courſe of this Contention, I received ſufficient Indications of his Ill-will, to have made me his irreconcileable Enemy, if I could ſuffer my Paſſions to ſupercede the Duty which I owe to the Company. To the Service of the Company, and to your Commands, I have ſacrificed my Feelings, and I have combated thoſe of others, joined with me in the Adminiſtration of your Affairs.

"The ſame Principles guided me, though not uninfluenced by other Arguments of great Force, in the Choice of Munny Begum, the Widow of the Nabob Meer Jaffier, and of Rajah Goordaſs, the Son of Maha Rajah Nundcomar, the former for the Chief Adminiſtration, the latter for the Dewance of the Nabob's Houſehold; both the declared Enemies of Mahomed Reza Cawn. To the latter, indeed, I was principally inclined through your Commands; and I hope it will appear, that I have adopted almoſt the only Expedient in which they could be exactly fulfilled. You directed, "That if the Aſſiſtance of Nundcomar ſhould be ſerviceable to me in inveſtigating the Conduct of "Mahomed Reza Cawn, I ſhould yield him ſuch Reward as his Trouble, and the Extent of his "Services, may deſerve." Had I not been guided by the Caution which you have been pleaſed to enjoin me, yet my own Knowledge of the Character of Nundcomar would have reſtrained me from yielding him any Truſt or Authority, which could prove detrimental to the Company's Intereſts. You will perceive by the Records, that this Appointment has not taken Place without Oppoſition. I did not think myſelf at Liberty to divulge your ſecret Commands. I am at this Time moſt firmly perſuaded, that no other Meaſure whatever would have been likely to prove ſo effectual, *either for promoting the Enquiry which you have directed, or giving* Strength and Duration to the new Syſtem."

Extract of the Court of Directors Reply to the above.

"The Extirpation of Mahomed Reza Cawn's Influence was abſolutely neceſſary; and as to any Hopes which he may entertain of profiting by Changes in the Court of Directors, theſe Hopes muſt ſpeedily vaniſh, for however different their Sentiments may be in ſome Particulars, *they heartily concur*

in the Propriety and Neceſſity of ſetting him aſide. Your Choice of the Begum for Guardian to the Nabob, *we entirely approve.* The Uſe you intend making of Nundcomar is very proper, and it affords us great Satisfaction to find, that you could at once *determine to ſuppreſs* all Perſonal Reſentment, when the Public Welfare ſeemed to claſh with your private Sentiments relative to Nundcomar."

Extract of a Letter from Mr. Haſtings to the Court of Directors, dated Fort William, 24th March, 1774.

" Although the Proceedings of the Board, very minutely recorded all the Meaſures which were taken for proſecuting the Enquiry into the Conduct of Mahomed Reza Cawn, and my own Sentiments both in the Courſe and the Iſſue of it, yet as I was originally honoured *with your ſpecial Commands* for conducting this intricate Buſineſs, I conceive it to be in ſome Meaſure incumbent on me to addreſs you on its Concluſion. You will be pleaſed to recollect that the Charge was general without any Specification of Time, Places, or Perſons; I had neither Witneſſes, Vouchers, nor Information to begin with; for theſe I relied chiefly on the Abilities, Obſervation, and active Malignity of Nundcomar. In the Courſe of the Enquiry I proceeded with the moſt rigid Impartiality; not ſuffering (I can ſafely ſay) the ſmalleſt Bias to incline me. You will ſee with what Materials I was furniſhed; I am ſorry to ſay, that ſome were collected with ſo little Regard to Decency or Truth, as to make me apprehenſive of the Effects which they might have produced on my Character, from the Countenance which I afforded Nundcomar in the Proſecution, had I not, in my own immediate Conduct, invariably adhered to the ſtricteſt Rules of Juſtice. Notwithſtanding the Conſciouſneſs which I poſſeſs of my own Integrity, and the Certainty that my Conduct throughout this ungrateful Buſineſs will, on the moſt rigid Scrutiny, do me Credit, yet I am not without my Fears. I am aware of the violent Prejudices that were taken up at one Time againſt Mahomed Reza Cawn by all Ranks of People, both here and at Home. I am alſo aware that in England, where the very Name of Enquiry into the paſt Management of Affairs in India flatters the Paſſion of the Times, and raiſes Expectations of great and important Detections, the Reſult may baulk thoſe Expectations, and turn the Torrent of Popular Clamour another Way.

" I muſt declare that I have another Motive for my Fears; the dark and deceitful Character of Nundcomar, whoſe Gratitude no Kindneſs can bind, nor even his own Intereſt diſengage him from thoſe crooked Politics which have been the Study and Practice of his whole Life: Of this I have had many extraordinary Proofs.

" My Experience of his Character has never altered my Behaviour to him; but in ſuch Inſtances only, and ſuch have occurred, as required it for the Public Tranquillity. I have ſupported the Authority of Rajah Goordaſs, even in Oppoſition to the Begum, becauſe it was conſiſtent with your Intereſt."

Mahomed Reza Cawn was acquitted by me, and appointed in 1775 to the Superintendance of the Nabob's Houſehold, during his Minority, and to the Adminiſtration of Criminal Juſtice throughout the Provinces. From theſe Offices he was removed in 1778, by the Board, where I had a caſting Voice, the Nabob being then 20 Years of Age. Of this Removal the Court of Directors diſapproved, and, againſt the moſt ſtrenuous Remonſtrances of the Nabob and all his Family, he was reappointed in 1780, when the Nabob was 23 Years of Age. On repeated Petitions from the Nabob, I again removed Mahomed Reza Cawn, in 1781, from being Guardian of the Minority of a Man who was then 24 Years of Age, but he was continued Chief Criminal Judge of the Provinces, and that Office he ſtill retains. I have ſettled Jagheers on his Two Sons, which produce them a liberal Income. To my Juſtice and Impartiality Mahomed Reza Cawn has often declared he owes his Life and Honour, when the deepeſt Schemes of Villainy were laid to deprive him of both. He has received many Offices of Kindneſs from me; and I am ſure his Sentiments for me are thoſe of Gratitude and Affection.

I hope I may be allowed to make an Obſervation on the Conduct of the Court of Directors, as it reſpected Mahomed Reza Cawn, Nundcomar, and myſelf. The Gratitude which I owe to them, and the Reſpect which I feel for the individual Members of that Court, is as great as can warm the Breaſt of any Man; yet I had ſubſtantial Cauſe of Complaint againſt them for the Return I met with for a ſtrict and literal Obedience to their Orders in the Inſtance I have quoted. I employed Nundcomar, and proſecuted Mahomed Reza Cawn. The Directors were well aware of the faithleſs Character of the firſt, and aſſured me, that under no Change whatſoever ſhould the latter be reſtored to Power: yet both theſe Men, within Two Years of the Date of their Letter, were employed as Inſtruments of Vengeance againſt me. The Opinions of Council were taken in England, whether, upon the Informations of Nundcomar a Proſecution could not be inſtituted againſt me for Money ſaid to be corruptly taken; and there was a Time when I was threatened with a Proſecution by Mahomed Reza Cawn, for a rigid Obedience to the Orders of my Superiors; and I ſtand here now to anſwer to a Charge of High Crimes and Miſdemeanors for having obeyed theſe Orders.

I have not ſufficient Time left to enter minutely into the Particulars of my Defence againſt the Charge intruded into this Article, of inſolent and oppreſſive Treatment of the Nabob Meer Jaffier Dowlah, and therefore borrow the Aid of Sir John D'Oyley, who was the Reſident at

and is charged with being the Inſtrument of my oppreſſive Acts to the Nabob, to recite, as he would ſay, on Oath, if required, all that he knows relative to theſe Tranſactions, and his Teſtimony is [illegible] ſentenced. It remains for me only to premiſe, in a few Words, that I always regarded the Nabob Mobarek ul Dowlah as being under my Protection, and myſelf as his Guardian; that whenever he committed ſuch Irregularities as tended to injure either his Intereſt or Reputation in an eſſential Manner, I admoniſhed him to avoid ſuch Exceſſes in future; and by gentle Perſuaſions, for I never uſed any other, I tried, and generally with Succeſs, to wean him from his bad Habits, as I became acquainted with them.

I prevailed upon him to remove diſcreditable People from his Society, and I gave him the Aſſiſtance of Sir John D'Oyley, under my own Inſtructions, to make a new Arrangement and Diſtribution of his Expences, becauſe they had run out beyond all Bounds; and if I had not done this, he would have been involved in Debt, his Palace would have been ſurrounded by clamorous Creditors, and ultimately the Demand would have been defrayed from our Treaſury. I hope nothing I have ſaid will appear to reflect on the young Nabob, whoſe Diſpoſition is gentle and pliant, and his general Behaviour ſuch as merits every Inſtance of Kindneſs that can be ſhewn him by the Eaſt India Company.

Sir John D'Oyley's Recital.

"I was appointed Reſident on the Reſignation of Mr. Byam Martin, in the Month of January 1780, and took Charge about the beginning of February of the ſame Year.

"The Subſtance of the Inſtructions I received was to endeavour, by every Means in my Power, to conciliate the good Opinion and Regard of the Nabob and his Family, that I might be able to perſuade him to adopt effectual Meaſures for the better Regulation of his Expences, which were underſtood to have greatly exceeded his Income; that I might prevent his forming improper Connections, or taking any Steps derogatory to his Rank; and by every Means in my Power ſupport his Credit and Dignity in the Eyes of the World; and with reſpect to the various Branches of his Family, I was inſtructed to endeavour to put a Stop to the Diſſenſions which had too frequently prevailed amongſt them. The Nabob on his Part was recommended to pay the ſame Attention to my Advice as he would have done to that of the Governor General in Perſon.

"Some Time (I think) in the Month of February of the ſame Year, I received a Letter from Mr. Haſtings, purporting that the critical Situation of Affairs requiring the Union and utmoſt Exertion of every Member of the Government, to give Vigour to the Acts neceſſary for its Relief, he had agreed to an Accommodation with Mr. Francis; but to effect this Point, he had been under the Neceſſity of making ſome painful Sacrifices, and particularly that of the Reſtoration of Mahomed Reza Khan to the Office of Naib Soubah, a Meaſure which he knew muſt be highly diſagreeable to the Nabob, and which nothing but the urgent Neceſſity of the Caſe ſhould have led him to acquieſce in; that he relied on me to ſtate all theſe Circumſtances in the moſt forcible Manner to the Nabob, and to urge his Compliance, aſſuring him that it ſhould not continue longer than until the next Advices were received from the Court of Directors.

"Never did I experience a more diſagreeable Taſk—ſo reluctant was the Nabob to concur; and ſuch Indignation did he expreſs at being again ſubjected to ſo diſagreeable a Situation, that I more than once deſpaired of Succeſs, and apprehended that he would, as he threatened, repair to Calcutta, and appeal Perſonally to the Juſtice of the Council; and nothing, I am perſuaded, would have induced him to acquieſce, but my Aſſurances to him, on the Part of the Governor General, that it was only a temporary Meaſure, abſolutely neceſſary for the Welfare of the State, and ſhould be done away as ſoon as that Neceſſity was removed. The Letter, which contained the Nabob's Acquieſcence, will prove how much he felt himſelf injured by it.

"Mahomed Reza Khan was accordingly reinſtated in all his Offices, and the Nabob again reduced to the Situation of a mere Cypher. He was then 23 Years of Age.

"About the Month of June 1781 Mr. Haſtings, being then at Moorſhedabad, communicated to me his Intention of performing his Promiſe to the Nabob, by reſtoring him to the Management of his own Affairs; and at the ſame Time gave me Inſtructions, with the Concurrence of the Nabob, to make a minute Inveſtigation into the Nabob's Accounts, and to concert with him a Plan for the Reduction of his Expences within his Income; he alſo drew up certain Articles of Inſtruction for the Nabob's Conduct, and the Management of his Affairs. This Change was by no Means agreeable to me, as I was ſenſible it drew on me a great Weight of Reſponſibility, and that the Reform which I had engaged to uſe my Endeavours to bring about, would not only be a laborious and arduous Undertaking, but ſubject me to the Enmity of all thoſe who muſt ſuffer by it. I however undertook it; and the Nabob, at my Requeſt, did order his Accountants to furniſh me with whatever Papers I ſhould call for. Theſe were very voluminous, and I found, on Inveſtigation, that his Diſburſements exceeded his Stipend about Three Lacks of Rupees per Annum. I ſet about to form a Plan of Reduction, and requeſted of the Nabob to do the ſame; and when both were finiſhed we compared them, and from both, by mutual Agreement, fixed all his Expences on ſuch a Footing as to come within his Income; doubtleſs this occaſioned great Diſtreſs to many; but the Nabob ſoon found the Benefit in being enabled to live much better than he had ever done before.

"During the Adminiſtration of Mahomed Reza Khan, it had been a conſtant Subject of Complaint from him, and of Repreſentation to the Nabob from me, that many of thoſe of whom he made Companions

panions were Perſons neither entitled, by their Rank in Life, or by the Goodneſs of their Character, to ſuch a Diſtinction; and indeed they frequently led him into very improper and diſgraceful Acts: Alſo, that many Europeans made it a Practice to viſit the Nabob, in Hopes of receiving Preſents from him; and to my Knowledge, ſeveral European Servants had intruded themſelves into the Nabob's Company as Gentlemen, and through his Ignorance had been treated as ſuch by him. Theſe Circumſtances I repreſented to the Governor General, who made it a Point with the Nabob to avoid it in future, by informing himſelf from me of the different Characters who were deſirous of viſiting him; to this he chearfully agreed, and I never once objected to any Perſon, in the Character of a Gentleman, viſiting the Nabob. He was pleaſed alſo to remove from about his Perſon the other Parties complained of.

"The Nabob did actually diſavow and declare, with a moſt ſolemn Oath, that he never authorized any Perſon whatever to make an Offer to give up any Part of his Stipend; and never did I ſee Expreſſion of Aſtoniſhment painted in the Countenance of any Perſon more ſtrongly than in that of the Nabob when he firſt heard it; his Remark was, "How is it poſſible to ſuppoſe ſuch "an Idea could ever be entertained, when I am already ſo much ſtraitened by the Inadequacy of "my Income to my Diſburſements, and have been continually applying for Relief from my Difficulties." He was ſo enraged at the Circumſtance, as to baniſh the Perſon from his Preſence.

"The reduced Plan of the Nabob's Expences could never appear to diſgrace him in the Eyes of the People, as the Reſident never appeared in it—no Part of it was fixed but with his Concurrence, and made public in his Name; in Fact it was a Plan of his own.

"I cannot pretend to ſay what might have been formerly the Practice reſpecting the iſſuing the Nabob's Stipend; that which ſubſiſted on my taking Charge was this: The Reſident made Application by Writing to the Provincial Council of Revenue at Moorſhedabad, to the Collector of Rajeſhahey, or whoever was appointed to furniſh the Supplies for a ſpecific Sum, from One to Five Lacks of Rupees; when received, it was paid to the Naib Soubah, whilſt that Office exiſted, or to the Dewan, who gave Receipts under his own and the Nabob's Seal and Signature, which Receipts were kept as Vouchers, and to be ſent down to the Preſidency whenever the Accountant General called for them. I never received any Orders to ſend to the Council an Annual Account of the Particulars of the Nabob's Diſtribution of his Stipend, nor ſhould I have thought myſelf authorized to have demanded ſuch an Account from the Nabob. I received the Supplies in groſs Sums, and immediately paid the ſame in groſs Sums. The Reſident ſends down an Account current Monthly of the Receipts and Diſburſements of his Office, and the Receipts from the Nabob, &c. are the Vouchers for the having iſſued it.

"I could have very little Occaſion to correſpond with the Nabob when I lived within Four Miles of his Palace, and ſet apart Two Days in the Week for meeting him on Buſineſs. Letters of Complaint or Inquiry I might have written to him, but I believe never on Buſineſs; beſides, not a Day ever paſſed without the Attendance of the Dewan.

"The Company have received a very full and circumſtantial Account of the Situation of the Nabob's Affairs in a Letter written in the Year 1785, in which his Diſtreſſes, and the Cauſes of them, are particularly ſet forth. That his Diſtreſſes are great, that he is burthened with an enormous Debt, and that not only the Muſſulmans dependant on his Family, but even many of his Relations, and others of high Rank, are reduced to a State of Indigence, is moſt true, and calls loudly for Relief. He made repeated Applications to the Council on this Subject, and Repreſentations were made to the Court of Directors; but as theſe were not attended with Succeſs, he did, with the Concurrence of the Governor General, determine to make a direct Appeal to the Company for Relief. His Repreſentation is now before them, and I have no Doubt they will attend to it.

"*On the Subject of Mahomed Reza Khan.*

"Mahomed Reza Khan, after his Removal from Office, repeatedly declared to me his Satisfaction at being relieved from a Station which was not only exceedingly troubleſome, but to the higheſt Degree invidious, both from the Inadequacy of the Stipend to the neceſſary Expences, and from the numerous Claimants on it, both among his own Dependants and thoſe of the Nabob's Family, and who, diſappointed, took every Means in their Power to miſrepreſent his Conduct, and to impede his Meaſures; to which the Nabob, from a Deſire to emancipate himſelf from a Yoke at once ſo galling and diſgraceful, was ever ready to lend his Support: The neceſſary Conſequence was a conſtant Augmentation of a Debt, commenced under his Father, and increaſed under each of his Brothers, with which the Nabob was ſaddled at his Acceſſion.

Extracts of a Letter from the Nabob Mobarek ul Dowlah to the Court of Directors, written in the Year 1785.

"When, on the Acceſſion of the Nabob Nudjum ul Dowlah, the Sum allotted for the Expences "of the Nizamut, the Subſiſtence of its Dependants, and the Support of its Splendor, was [illegible]

" upwards of Fifty Lacks of Rupees, and that this Decreaſe from what it had been in the Time of the " Nabob my Father and his Predeceſſors, occaſioned ſuch Ruin and Diſtreſs to Multitudes in Bengal, let " the Honourable Company judge how infinitely the Diſtreſs muſt have been aggravated when the " Stipend was reduced to the trifling Sum of Sixteen Lacks; and to the former eſtabliſhed Expences " were added thoſe of ſupporting all the Women, Relatives, Connections, and Dependants of my " Father and the ſucceeding Nazims (which in Hindoſtan amount to an incredible Number, and " inconceivable Expence) and they will then be able to form ſome Judgment of the preſent miſe- " rable State of the Nizamut. Thoſe who are acquainted with the Manners and Cuſtoms of dif- " ferent Countries, know that moſt of the Muſſulmen of this Country are totally detached from " Trade and Manufactures, particularly thoſe who have been in the Service of the King or Princes " of the Bounty, who are accuſtomed to conſider their Offices as for Life; this being the Caſe, it " muſt be evident to what a State of Diſtreſs all under this Predicament, with their Families, muſt " be reduced, from having been ſo many Years out of Employ, through my Inability to retain " them in Pay.

" As the Almighty delegates his Power to Princes and Magiſtrates for the Purpoſe of ſupporting " the Needy, and for the Eaſe and Happineſs of Mankind, a Multitude of People in Bengal derived " their Subſiſtence from the Bounty of the Nazims, the Fame of which brought numerous Bodies, " in Expectation of a Livelihood, from the different Parts of Hindoſtan, from Perſia, &c. nor were " they diſappointed. There are ſtill Thouſands of theſe in the utmoſt Diſtreſs, who look forward " with Hope to the Re-eſtabliſhment of the Eaſe and Splendor of Nizamut through the Liberality of " the Company. In fact, innumerable Muſſulmen and others depend on the Nizamut for a Sub- " ſiſtence.

" My Requeſts are,

" Firſt, That as I have now attained my Twenty-eighth Year, and am perfectly competent to " the Management of my own Affairs in the propereſt Manner, my undoubted Right to be Maſter " in my own Family, by the Appointment and Diſmiſſion of my Miniſter (Naib) and Servants, be " acknowledged. It can never be neceſſary that any Interference ſhould take place in Matters of this " Kind; ſuch Interference has already been highly detrimental to my Affairs; and God is my Witneſs " that, but for the Kindneſs and friendly Attention of the Governor General, and the Meaſures he has " taken for the Regulation of my Affairs, I ſhould at this Time have been involved in Tenfold Debt " and Diſtreſs. By Means of his Kindneſs, and the Aſſiduity of Sir John D'Oyley, my Affairs have " been put in ſuch a Train as to enable me to expect your Determination. My Obligations to the Go- " vernor General are boundleſs: Were I to write Volumes on the Subject, I could never ſufficiently " expreſs my Gratitude: The Virtues which adorn his Character are precious Gifts of the Al- " mighty to the People of Hindoſtan, and enſure to them the Enjoyment of Comfort and Eaſe.— " That God may preſerve his Life and Power, and long continue him in the Government of this " Country, is not my Wiſh alone, but that of the whole People.

" Although the great Reſpect ſhewn me by the Governor General on every Occaſion calls for my " warmeſt Gratitude, and God is my Witneſs that I am ſo perfectly content therewith, that had I a " Thouſand Tongues I ſhould fail in the Praiſes juſtly due to his Virtues, yet, as ſuch Qualities are " rarely found, the Conſideration of the future leads me to requeſt you will direct that the Forms of " Reſpect due to my Rank may be invariably obſerved."

&c. &c. &c. &c.

Anſwer to the Twentieth Charge.

MARATTA WAR, AND PEACE.

THIS and the following Charge I had no Opportunity of peruſing until my Return laſt Night from this Honourable Houſe; it will not, therefore, be expected that my Anſwer to each ſhould be long; in Truth, the Subjects do not require a long Defence.—I affirm that I was not the Author of the Maratta War; and, if this Honourable Houſe ſhall adopt the Charge, I will bring undoubted Proofs of the Truth of my Aſſertion.—I affirm, that every Step which I took in the Year 1778, from January to December, was regularly communicated to His Majeſty's Miniſter, with whom I thought it my Duty to communicate on ſo momentous a Subject, enjoying, as I did, my Office under a Parliamentary Appointment.—I affirm that I had not the moſt diſtant Idea of involving this Nation, or my Employers, the Eaſt India Company, in a War with France or the Marattas; that every Meaſure I purſued had for its Object the Defence of the Company's Poſſeſſions againſt the combined Attacks of the French and the Marattas. The Grounds which I had to expect theſe Attacks are ſuch as I am ſure this Honourable Houſe will perceive to have been ſo ſtrong as to juſtify me in every Meaſure I adopted: Theſe I ſhall produce, if the Charge is entertained, unleſs their Production ſhould be deemed dangerous to the National Intereſts.—I affirm, that the Court of Directors, with the Approbation of His Majeſty's Miniſters, approved of my Conduct in forming a Detachment for the Defence of our Poſſeſſions in the Weſt of India.—I affirm, that when I propoſed to change the Deſtination of this Detachment, and to form an Alliance with the Rajah of Berar, it was not to purſue Schemes of Conqueſt, but to defend the Britiſh Empire in India from the Dangers with which it was threatened by the War with France, of which we had then received Intelligence.—I affirm, that I had received from Mr. Elliott a very particular Relation of the Steps which France meant to purſue at the Commencement of the War, and that Mr. Elliott's Information came from the moſt reſpectable Authority in Europe; that it was confirmed to me beyond a Doubt, by the Reception of a French Miniſter at the Court of Poona, and Intelligence of the moſt exact Coincidence with his from Poona.—I affirm again, that I was not the Author of the Maratta War; that the Truth of this Aſſertion has been proved again and again.—But I affirm, that the Merit of the Maratta Peace is my own; that it was concluded under greater Difficulties than any Miniſter, at any Period of Time, in any Nation, has had to contend with; that every poſſible Obſtruction was thrown in the Way of the Negociation for Peace, by the Advices which every Diſpatch brought from England: Theſe diminiſhed my Authority, and announced my Diſmiſſion from the Service. Every Man in England, who ſpoke on the Subject of our deſperate Situation in India, declared, as I have been informed, that Peace upon any Terms was deſirable, and that no Peace could be a bad one.—I affirm, that under all theſe Diſadvantages, the Peace concluded by Mr. David Anderſon, under my Inſtructions, was honourable and advantageous in the higheſt Degree to this Nation and the Eaſt India Company; that it has now been ratified above Three Years; that it has never been infringed in a ſingle Article by either Party; and that it promiſes to be laſting. I have received the unanimous Thanks of the Directors, and the Thanks of the Proprietors, with One diſſenting Voice only amongſt the latter, for effecting this important Service to my Country and the Company; nor did I believe, till I read it in the Charge, that a ſingle Perſon, in Europe or in India, could have ſtyled the Peace ignominious or diſhonourable. My whole Correſpondence with Mr. Anderſon, and his Letters to me, are at the India Houſe; to those Letters I refer, and reſt my Defence on the Evidence they contain.

Anſwer to the Twenty-firſt Charge.

SUPPRESSION OF CORRESPONDENCE.

THIS is a Charge for the Suppreſſion of Correſpondence with the Princes and Country Powers of India: I ſhall reſerve my Reply till the Inſtances are ſtated in which I have ſuppreſſed Correſpondence; denying for the preſent, as I ſolemnly do, that I had any improper or dangerous Practices of any Kind to cover or conceal from my Council, the Court of Directors, or the Britiſh Nation.